

Memorandum of Understanding

between

**County of San Mateo**

and

**Organization of Sheriff's Lieutenants**

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**February 16, 2025 through October 9, 2027**

**ORGANIZATION OF SHERRIF’S LIEUTENANTS  
Memorandum of Understanding**

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## **ORGANIZATION OF SHERIFF'S LIUTENANTS MEMORANDUM OF UNDERSTANDING**

The Organization of Sheriff's Lieutenants 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 as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing February 16, 2025 through October 9, 2027.

The parties agree to commence negotiations by May 1, 2027 for a Successor MOU.

### **Section 1. Recognition**

The Recognized Employee Organization, hereinafter referred to as the "Organization", is the recognized employee organization for the Organization of Sheriff's Lieutenants Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

### **Section 2. Organization Security**

2.1 Representation

The Organization agrees that it has the duty to provide fair and non-discriminatory representation to all employees in the representation unit regardless of whether they are members of the Organization.

2.2 Dues Deduction

The Organization may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the County Controller. The deduction shall be made only after the Organization certifies to the County a list of employees who have authorized such deductions, and shall continue: (1) until such certification is revoked, in writing, by the Organization; or (2) until the transfer of the employee to a unit represented by another employee organization.

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

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

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

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

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If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the Organization dues required by this Section, no such deduction will be made for the current pay period.

2.3 Hold Harmless

The Organization 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 Organization Security Section (Section 2), 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 New Employee Orientation

The County and the Organization shall continue to work on best practices to ensure labor access to new employees for the purpose of educating them on their representation opportunities. Toward that goal, the County shall administer an opportunity for the Organization 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 Organization 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 New Employee Benefits Orientation within the first month of their employment, the Organization 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.

2.5 Employee Roster

The County shall supply without cost to the Organization 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 Organization. Such lists shall indicate hourly rates of pay, hours worked, gross pay, Organization 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 Organization. The County shall notify the Organization of employees who are on an unpaid status in excess of twenty-eight (28) days.

**Section 3. Organization Representatives**

The County and Organization agree that professional, productive, and positive labor relations can be accomplished when Organization and County representatives work together to support the services we provide to the public. To support this philosophy, the parties have agreed to the provisions regarding attendance at meetings and handling of meetings. Paid release time is intended to support the collaboration and cooperative spirit of labor relations by ensuring that Organization members have access to resources designed to help support their continued success as public employees and that Organization leaders have an opportunity to work together to support the success of their members.

County employees who are official representatives of the Organization shall be given reasonable time off with pay, including reasonable travel time, to formally meet and confer or consult with management representatives on

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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 Organization 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 Organization in matters before the Civil Service Commission. In addition, one OSL member, who sits on the OSS Board of Directors, may request reasonable time off with pay (up to four hours per meeting) for up to six Board or membership meetings per year that occur during their work hours. 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 & Labor 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) at any one time. If any employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

The Union shall provide an updated list of stewards to Employee and Labor Relations on an annual basis.

All approved release time should be coded on the employee's timecard using timecard 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 form other County employees or applicants (except new employee orientation).

Time spent in meetings with the County on matters covered by this Section, which occur outside 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 Organization from consulting or raising grievances on decisions, which affect wages, hours and other terms and conditions of employment.

In the event of a change in the terms and conditions of employment, including changes to terms and conditions expressed in the County Ordinance Code, the Organization will be provided advance notice of the proposed changes and afforded the opportunity to meet and confer prior to implementation of the change.

The County reserves the right to take whatever action may be necessary in an emergency situation; however, the Organization, if affected by the action, shall be promptly notified. The Organization retains the right to meet and confer at the earliest practicable opportunity following the implementation of actions subject to negotiation taken by the County under the emergency exception. 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.

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**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 Organization, 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 meeting the minimum standards established.

**Section 6. Salaries**

6.1 Salary Ranges

The salary ranges for all employees in the unit will be as set forth in the Exhibit attached hereto and made a part hereof.

The rates of pay set forth in the Exhibit represent for the Lieutenant classification the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in the Exhibit represent the total compensation due employees, except for the other compensation and benefits specifically provided for by the Board of Supervisors or by this MOU.

The rates of pay set forth in the Exhibits do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to County employment.

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

Effective the first full pay period following the Board of Supervisors' approval of the Memorandum of Understanding (no retro), there shall be a five percent (5%) cost of living adjustment for all Lieutenants.

Effective the first full pay period in October 2025, there shall be a five percent (5%) cost of living adjustment for all Lieutenants.

Effective first full pay period in October 2026, there shall be a four percent (4%) cost of living adjustment for all Lieutenants.

The October 2026 cost of living adjustment shall be increased by an additional one percent (1%), for a total cost of living adjustment of five percent (5%) under the following circumstances:

1. Not later than October 1, 2026, the State Legislature enacts and the Governor signs legislation to ensure that San Mateo County receives its full Vehicle License Fee Adjustment Amount under Revenue & Taxation Code 97.70, as calculated under the laws in existence as of the date of this MOU, on an ongoing

- basis (i.e., without any sunset provision), and
2. Neither the VLF bill nor any companion legislation contains any offsets, reductions or limits to other County funding sources (e.g., a reduction excess or returned Educational Revenue Augmentation Fund amounts).

### **Section 7. Career Incentive Allowance / POST Incentive Pay**

Lieutenants who have successfully completed a probationary period and who hold permanent status shall be eligible to receive an incentive equating to two and a half percent (2.5%) of base pay per biweekly pay period in addition to all other compensation if they possess the basic Peace Officer Standards and Training certificate or seven and a half percent (7.5%) of base pay per biweekly pay period in addition to all other compensation if they possess the advanced Peace Officer Standards and Training certificate issued by the Commission of Peace Officer Standards and Training of the California State Department of Justice. No individual may have both pay differentials.

### **Section 8. Shift-Differential**

Shift differential pay is pay at a rate that is one step above the employee's base pay in the salary range for their classification. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay. 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 9. Transportation Allowance In lieu of Traveling Expenses**

In lieu of reimbursement for transportation expenses for travel within San Mateo County, the City and County of San Francisco, Alameda County, Contra Costa County and Santa Clara County, employees may elect to receive a maximum biweekly transportation allowance in the amount of \$417.

### **Section 10. Longevity**

Longevity pay shall be:

- One percent (1%) of base salary after the equivalent of five (5) years of full time County service (10,400 hours).
- An additional one and one-half percent (1.5%) of base salary (for a total of two- and one- half percent (2.5%)) after the equivalent of ten (10) years of full time County service (20,800 hours).
- An additional one and one-half percent (1.5%) of base salary (for a total of four percent (4%)) after the equivalent of twenty (20) years of full time County service (41,600 hours).
- An additional two percent (2%) of base salary (for a total of six percent (6%)) after the equivalent of twenty-five (25) years of full time County service (52,000 hours).

### **Section 11. Special Assignment Compensation**

Sheriff Lieutenants in charge of the Emergency Services Bureau and Homeland Security shall receive premium pay at the rate of 5.74% of base in addition to all other compensation. Only one Lieutenant may

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be assigned at one time.

Sheriff Lieutenants assigned to supervise Sergeants that are designated as in a specialty assignment as outlined in the Organization of Sheriff's Sergeant memorandum of understanding shall receive a premium pay at the rate of 5.74% of their salary, in addition to all other compensation.

**Section 12. Special Compensation**

An individual in the Sheriff's Lieutenant classification who is assigned to lead a special project or assignment shall receive a differential of up to 10%, in addition to all other compensation. Assignments must meet criteria for special projects as determined and approved by the Human Resources Department and must be for short-term assignments, with end dates and demonstrated alignment to performance and organizational goals. Authorization for such a differential must be requested by the department head and is subject to review and approval by the Human Resources Director.

**Section 13. Uniform Allowance**

Employees in the Sheriff's Department who must provide their own uniform, and equipment shall receive the same amount provided by the County for Deputy Sheriffs per annum in additional compensation to cover the cost of maintaining such uniforms and equipment.

For new employees, such payment shall be made on the regular pay warrant that covers each new employee's date of employment. For current employees, such payment will be made on the regular pay warrant for the first full pay period of each January.

**Section 14. 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 have worked in such class for 5 consecutive workdays, they shall be entitled to payment for the higher class, as prescribed for promotions in the County Ordinance Code, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- A. The assignment is caused by the incumbent's temporary or permanent absence;
- B. 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;
- C. 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
- D. A copy of the department head's written approval must be submitted in advance to the Human Resources Department. If Human Resources does not approve pay for work in the higher class, which exceeds 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.

### **Section 15. Administrative/Management Leave Time**

Employees in this unit will be regarded as FLSA (Fair Labor Standards Act) exempt. Employees who have administrative leave management overtime (MOT) hours available may use such time balances as time off. Any time balance not taken as time off prior to retirement or termination will be cashed out at that time.

#### **Calendar Year 2025 through December 20, 2025:**

Lieutenants shall receive five (5) hours of administrative leave (also known as Compensatory Time for Managers in the County's payroll system) each pay period. Except as provided below, time accruals may only be compensated by being allowed time off.

Part-time management employees shall be entitled to Administrative Leave hours in proportion to the designation of the position as either half or three-quarters time, not the specific hours worked. (Half-time will equal 2.5 hours per pay period and three-quarters time will equal 3.75 hours).

No more than 360 hours of such administrative leave time may be accumulated at any one time, at which point employees shall stop accruing administrative leave until such time the total number of accrued hours is reduced below three hundred sixty (360) hours.

#### **Effective December 21, 2025, and thereafter:**

Lieutenants shall receive six (6) hours of administrative leave (also known as Compensatory Time for Managers in the County's payroll system) each pay period. Except as provided below, time accruals may only be compensated by being allowed time off.

Part-time management employees shall be entitled to Administrative Leave hours in proportion to the designation of the position as either half or three-quarters time, not the specific hours worked. (Half-time will equal 3 hours per pay period and three-quarters time will equal 4.5 hours).

No more than 412 hours of such administrative leave time may be accumulated at any one time, at which point employees shall stop accruing administrative leave until such time the total number of accrued hours is reduced below four hundred and twelve (412) hours.

#### **Cash Out**

In lieu of using administrative leave hours for paid time off, an employee will be permitted to elect to receive cash payment (i.e., "cash out") of their unused administrative leave hours, subject to the following guidelines:

- An employee's cash out election must be made in the calendar year preceding the calendar year in which the County pays the cash out amount to the employee. Such election must be made no later than the close of business on December 31st. An election to cash out (or to not cash out) administrative leave is irrevocable and may not be changed.
- An employee may elect to cash out only administrative leave amounts that the employee is scheduled to accrue in the following year.
- The maximum cashout for 2025 (elected by December 31, 2024) is 130 hours (five (5) hours per pay period x twenty-six (26) pay periods = 130 hours).
- The maximum cashout for 2026 (elected by December 31, 2025), and thereafter, is 156 hours

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(six (6) hours per pay period x twenty-six (26) pay periods = 156 hours).

- Payments of an employee's cash out election will be made in the calendar year following election, in the final full payroll period.

The County's payment of the employee's elected cash out amount may not exceed the lesser of (i) the total hours of administrative leave actually accrued by the employee in the year of cash out, or (ii) the employee's unused administrative leave balance as of the cash out payment date.

Requests to use leave pursuant to this section will follow established time off policies. Any time balance not taken as time off prior to retirement or termination will be cashed out at that time.

**Lump Sum Bonus**

As a one-time discretionary measure, effective December 26, 2025, each full-time Lieutenant in an active paid status will receive a lump-sum payment of three thousand one-hundred and forty-five dollars (\$3,145). The lump-sum amount will be pro-rated for part-time employees in an active paid status. The Board exercises its discretion to make this one-time payment and employees should not expect this payment to recur at any future date in any amount. This payment is not tied to employees' tenure, production or efficiency. There will be no roll-up effect from this payment on other items of pay. The County will withhold taxes from this payment in accordance with federal and state requirements.

**Section 16. Bereavement Leave**

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

In addition, employees may utilize up to an additional five (5) days from any accrued leave, including accrued sick leave pursuant to the San Mateo County Ordinance Code Section 2.71.130 or take unpaid leave if accruals are exhausted.

The department may require that the employee, within 30 days of the first day of the leave, provide documentation of the death of the family member consistent with the County Policy on bereavement leave.

**Section 17. Medical Insurance**

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

The County pays eighty-five percent (85%) of the total premium for the Kaiser HMO or Kaiser High Deductible Plan (employees pay fifteen percent (15%) of the total premium). The County will pay 90% of the total premium for the Aetna HMO Plan (employees pay 10% of the total premium.) The County will pay 75% of the total premium for the Aetna POS Plan (employees pay 25% of the total premium).

For full time employees enrolled in the County-offered group Kaiser or Aetna 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.

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

17.2 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 of the County contribution to 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 three-fourths of the County contribution to hospital and medical care premiums described above.

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.

17.3 In an effort to offset the employee cost for healthcare costs, effective the first full pay period in January 2026 until the first pay period in January 2028 (or the month the MOU expires, whichever is first), the County will contribute \$59 per month (\$29.50 each for the first 2 pay periods of each month) as a "Premium Only" contribution to each benefit-eligible employee's Section 125 account to be used for premium expenses.

**Section 18. Dental Care**

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

**Section 19. Vision Care**

The County shall provide vision care coverage for employees and eligible dependents including young adult dependents and domestic partners. The County will pay the entire premium for this coverage.

**Section 20. Life Insurance**

The County shall pay group life insurance premiums for the following plans:

- A. Life insurance for each employee with a maximum benefit amount of fifty thousand dollars (\$50,000);
- B. Life insurance for the employee's spouse or registered domestic partner with a maximum benefit amount of two thousand dollars (\$2,000); and
- C. Life insurance for each of the employee's children depending on age, up to a maximum benefit amount of two thousand dollars (\$2,000).
- D. The County shall provide 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 one hundred ten thousand dollars (\$110,000).

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Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum benefit 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 21. Long Term Disability Insurance**

After three years of service employees are eligible for long-term disability benefits. The benefit is two-thirds of the salary after a waiting period of 120 days, with the maximum benefit being two thousand four hundred dollars (\$2,400) per month.

Benefits for psychiatric disabilities that result from stress, depression or other life events are restricted to two years payable per the terms and conditions of the plan.

**Section 22. Change in Employee Benefit Plans**

22.1 Benefits Committee

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

- A. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in County plans,
- B. 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
- C. 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.

22.2 Agreement Implementation

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

**Section 23. Retirement and Social Security**

The coverage shall be that established by the Board of Supervisors and the Board of Retirement for employees under the County Employees' Retirement Law of 1937, the California Public Employees' Pension Reform Act of 2013 and the Social Security Act. Coverage by the Retirement System is described by plan brochures which are available at the San Mateo County Employees' Retirement Association ("SamCERA").

- A. For those safety employees in the Management Sheriff's sub unit hired prior to January 8, 2012:

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

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

- Employees shall contribute 5% of compensation earnable effective upon the implementation of the 3% @ 50 retirement benefit.

B. For employees in the safety retirement system belonging to the Sheriff Management sub unit hired on or after January 8, 2012 and before January 1, 2013:

- All new employees hired or rehired on or after January 8, 2012 and before January 1, 2013, the retirement benefit options shall be:

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

**Plan 6:** 2% @ 50 safety retirement benefit consistent with Government Code section 31664. Those safety employees electing Plan 6 will not pay the contributions set forth in paragraph (3) below.

1. Any new employee failing to make an election within 60 days from date of hire shall be deemed to have elected Plan 6 with the 2% @ 50 safety retirement benefit consistent with Government Code section 31664.
2. All elections are permanent decisions and shall be irrevocable after 60 days from the date of hire. Any employee who has elected, or is deemed to have elected, a benefit plan and who terminates their employment and is later reemployed shall not be entitled to change their election upon that reemployment.
3. For all safety members in Plan 5 with benefits under Government Code section 31664.2 which are applicable to all safety service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a), section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31664.2 had been in effect during the time period specified in the resolution adopting 31664.2, and that the time period specified in the resolution will be all future and past safety service back to the date of employment. These employees will share in the cost of such retirement benefits by contributing an additional 5% total of compensation earnable as defined in SamCERA regulations.

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C. Safety Employees hired on or after January 1, 2013

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

Those safety employees in the Management Sheriff's sub unit hired on or after January 1, 2013 who are placed in Plan 7 by SamCERA will not be subject to any provisions in sections (A) and (B).

D. Safety Members Retirement COLA:

All safety employees in the Management Sheriff's sub unit hired or rehired on or after January 8, 2012 will pay up to 50% of the Retirement COLA. COLA costs are included in the Plan 7 statutory rate.

Effective July 5, 2015, all Safety management employees, regardless of plan or hire date, will pay 50% of the Retirement COLA costs as determined by SamCERA.

**Section 24. Deferred Compensation**

All employees will be enrolled in the deferred compensation program at the rate of one percent (1%) of their pre-tax wages unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

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

**Section 25. Health, Dental, and Vision Insurance After Retirement from County Service**

The following will be in effect for those who retire during the term of this agreement:

For Lieutenants hired prior to April 1, 2008:

The County will pay to elective officers who retire concurrently with separation from County service one month's health, dental and vision premium for the employee and eligible dependents for each month of County service. The County will pay to management employees who retire concurrently with separation from County service one month's health, dental and vision premium for the employee and eligible dependents for each 8 hours of unused sick leave. Employees or elective officers who separate from County service and enter into deferred retirement or otherwise separate without retiring are not eligible for this benefit

For Lieutenants commencing employment between April 1, 2008 and December 31, 2010:

For Lieutenants who retire concurrently with separation from County service, for every 8 hours of unused sick leave, the County will pay \$700 toward the premium for one month of the retiree health plan and the full cost of one month of the dental and vision coverage. Lieutenants who separate from County service and enter into deferred retirement or otherwise separate without retiring are not eligible for this benefit.

For active Lieutenants, the County will contribute \$100 per month during employment to a post-employment health reimbursement account on a pre-tax basis. This account may only be used to pay for eligible premiums

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or medical expenses upon retirement or termination.

For Lieutenants commencing employment after January 1, 2011: For Lieutenants employees who retire concurrently with separation from County service, for every 8 hours of unused sick leave, the County will pay \$400 toward the premium for one month of the retiree health plan. Lieutenants who separate from County service and enter into deferred retirement or otherwise separate without retiring are not eligible for this benefit.

Employees represented by OSS who subsequently promote to, and retire from, this unit will have unused, "new" sick leave (accrued since February 5, 2023) converted to "old" sick leave upon retirement.

Upon promotion, all future County and employee contributions to the PORAC Retiree Medical Trust ("Trust") shall cease. All previous contributions to the Trust shall remain with the Trust.

**Section 26. Severance Pay**

If the position of an employee is abolished and the employee is unable to displace another employee within their department as defined by and in accordance with the rules of the Civil Service Commission, the employee shall receive reimbursement as follows:

- one week of pay for each full year (2080 hours) of regular service to the County
- fifty percent (50%) of the cash value of the employee's unused sick leave, and,
- the County will continue to pay its share of health premiums for a period not to exceed nine (9) months contingent on the employee continuing to pay their share,
- the County will reimburse employee up to four thousand dollars ( \$4,000) for tuition or fees in payment for accredited courses or training taken within twelve (12) months of layoff, and taken for the purpose of finding new employment; provided, however that such employee shall be eligible for this reimbursement only if the employee remains in the service of the County until the services are no longer required by the department head. If the County secures comparable employment for the displaced employee in another department, the employee is not entitled to the severance payment. Employees accepting the payment relinquish the right to have their names placed on reemployment eligible lists.

**Section 27. Holidays**

Regular full-time employees in established management 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 on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full- time hours worked during the two (2) pay periods immediately preceding the pay period, which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

The holidays for the 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) | March 31                 | (Cesar Chavez's Day)                 |

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- 5) Last Monday in May (Memorial Day)
- 6) June 19 (Juneteenth)
- 7) July 4 (Independence Day)
- 8) First Monday in September (Labor Day)
- 9) Second Monday in October\*\* (Columbus Day/ Indigenous Peoples Day)
- 10) November 11 (Veterans Day)
- 11) Fourth Thursday in November (Thanksgiving Day)
- 12) Friday following Thanksgiving Day
- 13) December 25 (Christmas)
- 14) Every day appointed by the President of the United States or the Governor of the State of California to be a day of public mourning, thanksgiving, or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

\*\* Effective February, 2001, the Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on February 12. The floating holiday may be used starting in the first pay period that begins after February 12th.

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.

Holiday Falling on a Sunday

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 Monday

Holiday Falling on Employee's Regular Day Off

If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to 120 hours with any time earned in excess of 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.

Wellness Days

In addition to the paid holidays listed above, employees shall be entitled to sixteen (16) hours of time off as wellness days or days of reflection (floating holiday) each fiscal year. Employees may use the wellness time off on any day mutually agreed by the employee and their supervisor. Wellness days not used by the end of the fiscal year will be deemed forfeited and have no cash value.

Winter Recess Days

- (1) Effective in 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.
- (2) For a three (3) day period designated by the County between December 26th and December 31st of 2024, 2025, and 2026 the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions employing members of this bargaining unit 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

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minimum staffing and which bargaining unit members will be required to work is entirely within the discretion of the or their 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, regular full-time employees in established positions shall be entitled to eight (8) hours of full pay for each day of the three-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay, not to exceed eight (8) hours for 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. No employee will be allowed to have an accumulation of more than forty-eight (48) hours of Winter Recess time to their credit at any one time. If an employee leaves County service with accrued Winter Recess hours, those hours will be cashed out with terminal pay.
- (5) Employee working on a Winter Recess day shall be compensated in accordance with the provisions of this MOU.
- (6) Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.

**Section 28. Vacations**

28.1 Vacation Allowance

Employees are entitled to accrual of vacation time off with pay in accordance with the following schedule. Part-time employees are entitled to vacation accruals on a prorated basis.

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

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.

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No employee will be allowed to accumulate more than the amount of vacation leave that that can be accumulated in fifty-two (52) biweekly pay periods to their credit at any one time. However, workers may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.

Vacation leave will not accrue until completion of thirteen (13) biweekly pay periods of initial County service.

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

**Section 29. Dismissal, Suspension, Reduction in Step, or Demotion for Cause**

- A. 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.
- B. An employee may appeal such dismissal, suspension or demotion to the Civil Service Commission. Appeal to the Civil Service Commission must be filed within the timelines established by the Commission rules. A permanent classified employee may be dismissed, suspended or demoted for cause only.

For any notice of intent to discipline issued from the effective date of this agreement through December 31, 2025, an employee may appeal to the Civil Service Commission or refer a dismissal, suspension or demotion to an impartial arbitrator, by following the grievance procedures for disciplinary matters detailed in Section 32 and 33 of the Deputy Sheriff's Association Memorandum of Understanding.

Employees will have appeal rights to the Civil Service Commission in accordance with Section 29 (B), without the option of arbitration, for discipline issued January 1, 2026, or thereafter involving dismissal, suspension or demotion. At the request of either party, in November 2025, the parties will meet to discuss extending the rights afforded in Section 29 (C) for a limited period following December 31, 2025. Any extension requires mutual agreement between OSL and the County and is not subject to the grievance procedure in Section 30 or subject to the meet and confer requirements in the MMBA. If mutual agreement is not reached, the option to utilize arbitration expires for discipline issued after December 31, 2025, involving dismissal, suspension or demotion.

**Section 30. Grievances**

A grievance is defined as 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 shall not be subject to the grievance procedure.

If an employee files an EEOC, DFEH or administrative EEO complaint with the EEO Coordinator, the issue

Organization of Sheriff's Lieutenants - Memorandum of Understanding

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will no longer be subject to this grievance procedure but will be processed in accordance with regulations or procedures governing the processing of said complaints. An employee may, however, file an EEOC, DFEH or administrative EEO complaint and may also file a grievance if the grounds for the grievance are not based on discrimination and/or sexual harassment.

The grievant is defined as the Association or the affected employee. The Association or any employee may file a grievance.

The grievance must be filed at Step 1 within twenty-eight (28) calendar days from the date of the employee's knowledge of the alleged grievance. The grievant shall state the grievance in writing and the resolution desired.

Step 1. Department Head or Designee. The grievant may discuss the complaint with the department head or designee. The department head or designee shall provide the grievant a written or oral response within fourteen (14) calendar days from the grievance meeting. If the grievance is not resolved the grievant may move the grievance to Step 2 within fourteen (14) calendar days from issuance of the written or oral response from the department head or designee. However, all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director. If the department head or designee does not provide a written or oral response within the fourteen (14) calendar day timeline, then the grievant may advance the grievance to Step 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 fourteen (14) calendar days of the written or oral response of the department head or designee as described in Step 1. If appropriate, the parties will then schedule a grievance meeting. The Human Resources Director or designee shall have thirty-five (35) calendar days from the grievance meeting in which to investigate the merits of the grievance and to provide the grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary, and the time limits may be extended by mutual agreement.

Step 3. County Manager or designee. The decision of the Human Resources Director, if not satisfactory, may be appealed to the County Manager or designee. Such notification must be received within fourteen (14) calendar days of the written or oral response of the Human Resources Director as described in Step 2. If appropriate, the parties will then schedule a grievance meeting. The County Manager or designee shall have thirty-five (35) calendar days from the grievance meeting in which to investigate the merits of the grievance and to provide the grievant a written response. The County will notify the Association if a reasonable extension of this timeline is necessary, and the time limits may be extended by mutual agreement. The decision of the County Manager or designee shall be final.

Nothing in this Section shall abridge rights afforded under the Peace Officers Bill of Rights.

### **Section 31. No Strike**

The Organization, 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 Organization 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.

### **Section 32. County Charter and Civil Service Commission**

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.

No action under section 29.1 – 29.3 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.

### **Section 33. 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 34. Past Practices**

Continuance of working conditions and benefits not specifically authorized by this MOU or by the Civil Service Rules or the Personnel Sections of the County Ordinance Code is not guaranteed by this MOU.

OSL retains the right to bargain on matters as permitted under the Meyers-Milias Brown Act (Government Code Sec. 3500 ed seq.)


Organization of Sheriff's Lieutenants - Memorandum of Understanding

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Made and entered into this 4<sup>th</sup> day of February 2025.

**For the Employee Organization**


Signed by:  
  
091D7E6C6C54450...  
Lieutenant Andrew Hui, OSL

Signed by:  
  
A05DB8312A734A3...  
Lieutenant Stephanie Josephson, OSL


Signed by:  
  
F7B47221E6A94BB...  
Lieutenant Jonathan Sebring, OSL


Signed by:  
  
854D8EFAA76410...  
Joe Higby, Rains Lucia Stern


**For the County of San Mateo**

DocuSigned by:  
  
4F48F896DAB94EF...  
Mike Callagy, County Executive

Signed by:  
  
93EEF39351314BC...  
Rocio Kiryczun, Director, Human Resources

Signed by:  
  
E344A503FAAA447...  
Michelle Kuka, Deputy Director  
Human Resources

Signed by:  
  
8D29E46674394D9...  
Liz Caserza, Employee and Labor Relations Analyst  
Human Resources

Signed by:  
  
F766C5F289A0401...  
Captain Richard Cheechov  
Sheriff's Office

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**SALARY EXHIBITS**

<b>Organization of Sheriff's Lieutenants Salaries - 2/16/2025</b>							
<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Step A BiWeekly Rate</b>	<b>Step B BiWeekly Rate</b>	<b>Step C BiWeekly Rate</b>	<b>Step D BiWeekly Rate</b>	<b>Step E BiWeekly Rate</b>
B269	Sheriff's Lieutenant - Unclassified	4	6,460.00	6,832.80	7,224.00	7,638.40	8,076.00
D191	Sheriff's Lieutenant	4	6,460.00	6,832.80	7,224.00	7,638.40	8,076.00
D194	Sheriff's Lieutenant - OT	5	6,460.00	6,832.80	7,224.00	7,638.40	8,076.00

<b>Organization of Sheriff's Lieutenants Salaries - 10/12/2025</b>							
<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Step A BiWeekly Rate</b>	<b>Step B BiWeekly Rate</b>	<b>Step C BiWeekly Rate</b>	<b>Step D BiWeekly Rate</b>	<b>Step E BiWeekly Rate</b>
B269	Sheriff's Lieutenant - Unclassified	4	6,783.20	7,174.40	7,585.60	8,020.00	8,480.00
D191	Sheriff's Lieutenant	4	6,783.20	7,174.40	7,585.60	8,020.00	8,480.00
D194	Sheriff's Lieutenant - OT	5	6,783.20	7,174.40	7,585.60	8,020.00	8,480.00

<b>Organization of Sheriff's Lieutenants: Salaries - 10/11/2026</b>							
<b>Note: The salary table is based on 4%, but if the Vehicle Licensing Fee remain in place as noted in the Salary section, the salaries in this table will be increased by an additional 1%</b>							
<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Step A BiWeekly Rate</b>	<b>Step B BiWeekly Rate</b>	<b>Step C BiWeekly Rate</b>	<b>Step D BiWeekly Rate</b>	<b>Step E BiWeekly Rate</b>
B269	Sheriff's Lieutenant - Unclassified	4	7,054.40	7,461.60	7,888.80	8,340.80	8,819.20
D191	Sheriff's Lieutenant	4	7,054.40	7,461.60	7,888.80	8,340.80	8,819.20
D194	Sheriff's Lieutenant - OT	5	7,054.40	7,461.60	7,888.80	8,340.80	8,819.20