

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AFSCME LOCAL 829  
RE: SUCCESSOR MOU**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the American Federation of State, County and Municipal Employees Local 829 ("Union") (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon Union ratification and Board approval, this Agreement will amend the MOU between the parties dated October 14, 2012 – October 11, 2014.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

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

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

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

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

Approved:

Ratified:

\_\_\_\_\_

\_\_\_\_\_

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

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

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**(1) TERM:** 4 years (October 12, 2014 – October 6, 2018)

**(2) COLA:**

Effective October 12, 2014, the base monthly salary for represented classifications shall be increased by four percent (4%).

Effective October 11, 2015, the base monthly salary for represented classifications shall be increased by three percent (3%).

Effective October 9, 2016, the base monthly salary for represented classifications shall be increased by three percent (3%).

Effective October 8, 2017, the base monthly salary for represented classifications shall be increased by at least two percent (2%) and no more than three percent (3%) to be determined by the amount of the 2016-2017 fiscal year average of the Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners.

**(3) EQUITY ADJUSTMENTS:**

Effective October 12, 2014, the salary ranges of the represented classifications listed below will receive the following equity increases:

<b>Classification</b>	<b>Increase</b>
Code Compliance Officer/ Senior	4.10%
Environmental Health Specialists I- IV/ Supervisor	2.65%
Epidemiologist/ Supervisor	8.00%
Hazardous Materials Specialist I-IV/ Supervisor	2.65%
Park Ranger I-IV	4.60%
Pharmacist /Supervisor	1.30%
Pharmacy Technicians	5.00%
Radiologic Technologists/Supervisor	10.00%
Respiratory Therapist I-III	10.20%
Speech Pathologist	1.00%
Welfare Fraud Investigators/ Supervisor	1.00%

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**(4) MEDICAL INSURANCE:**

**Section 21. Hospitalization and Medical Care**

**21.1 Regular Full-Time Employees**

The County and covered employees share in the cost of health care premiums. The County will pay ~~90%~~85% of the total premium for the Kaiser HMO, and Aetna-Blue Shield HMO, or Kaiser High Deductible Health Plans (employees pay 15% of the total premium) and the County pays 80%~~75%~~ of the total premium for the Blue Shield POS Plan (employees pay 25% of the total premium). ~~Covered employees will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan.~~

~~For HMO plans, the County's premium cost share will be 85% effective April 1, 2011.  
For POS plans, the County's premium cost share will be 75% effective April 1, 2011.~~

~~A Flexible Spending Account (FSA) debit card with a value of \$200 will be issued to each employee on January 1, 2011. An additional \$200 FSA card will be issued on January 1, 2012.~~

**21.2 Permanent Part-Time Employees**

For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (½) of the hospital and medical care premiums described above.

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

Upon request from the County, the parties will reopen Section 21 during the term of the agreement if necessary to address changes required under the ACA.

~~In either case cited above the County contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.~~

~~The County agrees to adjust the benefit status of part-time employees to conform to the budgeted FTE status of the position they occupy.~~

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21.3 – 21.12 See MOU and other Clean Up

**Section 22. Dental Care**

The County shall continue to offer the Delta Dental and County Dental Plan currently in effect.

**Section 23. Vision Care**

The County shall provide vision care coverage for employees and their eligible dependents. The County will pay the entire premium for this coverage.

**Section 24. Change in Employee Benefit Plans**

**24.1 Benefits Committee**

During the term of this Memorandum of Understanding, the County and the Unions shall convene the Benefits Committee to investigate the feasibility of revising medical and dental coverage and or plans, and integrating wellness program plan participation into the benefit insurance cost structure ~~medical and/or dental plan(s), including FSA debit cards, in addition to those now being offered, and a County wide wellness plan.~~ 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 Benefits Levels**

During the term of this agreement, the County agrees to continue all benefit programs at current benefit levels as listed in the MOU and the Benefit Summary.

**24.3 Agreement Implementation**

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

**(5) FSA DEBIT CARD:**

The County shall issue each employee one Flexible Spending Account (FSA) "Debit Card" with a value of two hundred dollars (\$200) on January 1, 2015.

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**(6) ELIMINATE PICK UP/ADD LONGEVITY PAY:**

Revise Section 25.2 of the MOU between the parties as follows:

**Section 25.2 Retirement Contributions (Remove)**

The County will pick up the following percentages of the employee's statutorily required retirement contribution, but not of the employee's contribution under Section 25.3 of this Agreement:

- ~~20% after the equivalent of 10 years of full-time service (20,800 hours)~~
- ~~40% after the equivalent of 20 years of full-time service (41,600 hours)~~
- ~~50% after the equivalent of 25 years of full-time service (52,000 hours)~~

**Replace with: Section 25.2 Longevity Pay**

Effective the first pay period following Board approval of the successor MOU, the County shall discontinue employer pick up of the employee's statutorily required retirement contribution.

Effective the first pay period following Board approval of the successor MOU, County pick-up shall be replaced by longevity pay as follows:

- One and one-half percent (1.5%) salary increase after the employee achieves the equivalent of ten (10) years of full time County service (20,800 hours)
- An additional one and one-half percent (1.5%) salary increase (for a total of three percent (3%)) after the employee achieves the equivalent of twenty (20) years of full time County service (41,600 hours)
- An additional one percent (1%) salary increase (for a total of four percent (4%)) after the employee achieves the equivalent of twenty-five (25) years of full time County service (52,000 hours)

1% for 10 years (20,800 hours)

2% for 20 years (41,600 hours)

3% for 25 years (52,000 hours)

**(7) OVERTIME:**

Effective the pay period following Board approval of the successor MOU, for all employees except Dispatchers and Social Workers in Children and Family Services, for purposes of determining eligibility for overtime compensation, only holiday time off on County-recognized

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paid holidays shall be considered time worked. All other absences with pay shall not be considered 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 7.4 of the MOU.

Effective the pay period following Board approval of the successor MOU, in exchange for the change in overtime eligibility, the salary schedules for all employees except Dispatchers and Social Workers in Children and Family Services will be increased by one-half percent (0.5%).

Within twelve (12) months of the effective date of the successor MOU, the County and Union shall reopen the issue of removal of paid time off from the calculation of hours worked for Dispatchers and Social Workers in Children and Family Services.

**(8) RETIREMENT COLA:**

Modify Section 25.5 "Retirement COLA Cost" as follows:

25.5 Retirement COLA Cost

Employees hired on or after August 7, 2011 will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. ~~These contributions will not be reduced by the employer pick-ups described in Section 25.1.~~ COLA costs are included in the Plan 7 statutory rate.

Effective July 5, 2015, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

Effective October 12, 2014, employees will receive a one percent (1%) salary increase to offset the additional employee payment toward retirement COLA.

**(9) SICK LEAVE CREDIT:**

The County and the Unions shall convene a special committee within the first twelve (12) months following adoption of the successor MOU between the parties, to discuss the concept of elimination of the Additional Sick Leave Credit described in Section 21.7 of the MOU, and establishing a County contribution to a Health Reimbursement Account.

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**(10) AGENCY SHOP:**

Modify Section 2.1 "Agency Shop" as follows:

**2.1 Agency Shop**

All employees employed in an AFSCME representation unit, except supervisors as defined in Section 2.4 C. below, shall as a condition of employment either:

1. Become and remain a member of the Union.
2. Pay to the Union an agency fee in an amount to be determined by the Union in accordance with legal requirements~~which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues paid during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or~~
3. Do both of the following:
  - a. Present to the Union and the Controller a written declaration that the employee is a member of a *bonafide* religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and
  - b. Pay a sum equal to the agency fee described above to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

Negotiated charitable funds are:

- i. San Mateo County Health Center Foundation
- ii. San Mateo County Mental Health Association's Spring Street Shelter for the Homeless or Mentally Ill
- iii. San Mateo County Service League

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**(11) ATTENDANCE AT MEETINGS:**

Modify Section 3.1 "Attendance at Meetings" as follows:

3.1 Attendance at Meetings

County employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. 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 or Stewards shall submit written requests for excused absences to the Human Resources Director at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Human Resources Director, the number of employees excused for such purposes shall not exceed three (3) per Union, or one (1) from each of the following representation units:

- Inspection and Regulation Unit
- Institutional Services Unit
- Licensed Vocational Nurse Unit
- Parks Unit
- Planning Unit
- Clinical Laboratory Scientist Unit
- ~~Communications Unit~~
- ~~Telecommunications Unit~~
- two (2) from each of the following representation units:
  - Health Services Unit
  - Plant and Equipment Maintenance Unit, and
  - ~~three (3)~~four (4) from Human Services Unit,
  - whichever is greater, at any one time. For the purpose of negotiations meetings, a local union president who is a County bargaining unit member shall also be released. 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 be allowed up to one hundred and fifty (150) hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. ~~Of the 150 hours of unpaid release time per calendar year, an individual employee shall be limited to ten (10) hours of leave without pay per calendar year for the purpose of unpaid release time. If an individual employee takes in excess of ten (10) hours of unpaid release time per~~

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year, the employee shall use accrued vacation or compensatory time concurrently with the unpaid release time. Employees currently being documented with attendance issues may not use paid time off. If approved, such time will be counted towards the 150 hour maximum unpaid release time per calendar year. Requests for time shall be made to the employee's department head and, for tracking purposes, to the Employee Relations Manager, at least fourteen (14) days in advance.

Shop stewards ~~working P.M. shifts~~ shall be provided with two (2) hours of unpaid release time each month to attend Steward Council or Local Union Meetings. Requests for time shall be made to the employee's department head and, for tracking purposes, to the Employee Relations Manager, at least fourteen (14) days in advance. It is acknowledged that Hospitals and Clinics administration will attempt to provide such release time, but that each instance must be considered on a case by case basis.

Any denial of requested time off may be appealed to the Human Resources Director whose decision shall be final.

**(12) HANDLING OF GRIEVANCES**

Modify Section 3.2 "Handling of Grievances" as follows:

**3.2 Handling of Grievances**

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify the Human Resources Department Director in writing of the individuals so designated. Alternates may be designated to perform Steward functions only during the absence or unavailability of the Stewards except by mutual agreement of the parties.

Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other employees within the same work area or representation unit including participating in Steps 1-4 of the grievance process as described in Section 38.2. Requests for release time shall not be denied unreasonably. Stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory employees shall not represent non-supervisory employees in a grievance procedure where such activity might result in a conflict of interest. Neither a Steward nor the Union shall order any changes, and no change shall be made except with the consent of the appropriate department heads.

The Union shall notify the County in advance of an investigatory meeting if they wish to have released an additional steward for training purposes. Requests for release for training purposes

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shall not be unreasonably denied. Any denial may be appealed to the Employee Relations Manager whose decision shall be final.

**(13) CALL BACK:**

Modify Section 7.4 as follows:

**7.4 Call Back Minimum**

Workers required to physically report back to work during off-duty hours shall be compensated for a minimum of three (3) hours of overtime pay.

Full-time employees required by their supervisor to conduct work via a remote connection (telephone or computer) during off-duty hours shall receive overtime pay for a minimum of thirty (30) minutes and any additional actual time worked rounded up to the nearest six-minute increment. Part time workers will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek.

**(14) SHIFT DIFFERENTIAL:**

Modify Section 8.2 of the MOU between the parties as follows:

Section 8. Shift Differential

8.2 Applicable Shifts

Employees ~~employed in twenty-four hour operations, who are assigned~~ to work a shift of 8 hours or more which starts between 2:00 p.m. and 3:00 a.m. shall be paid at shift differential rates for all hours worked during such shift. Communications Dispatchers frequently work a shift from 6:00 am until 6:00 pm and then work a partial overtime shift beginning at 6:00 pm that does not exceed 8 hours. Due to the operational uniqueness of the 911 Dispatch System, the County agrees that in such situations, Dispatchers will be paid shift differential for hours past 6:00 p.m. The parties agree that this provision only applies to Communications Dispatchers.

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For all other departments, shift differential will be paid for all hours worked between 6 pm and 6 am regardless of when shift begins.

All Grandfathering agreements between the parties regarding shift differentials, including the side letter dated November 4, 2006, are hereby terminated.

**(15) BILINGUAL PAY:**

Modify Section 11 "Bilingual Pay" of the MOU between the parties as follows:

Section 11. Bilingual Pay

A salary differential of ~~Fifty-five~~<sup>forty-two</sup> Dollars and ~~fifty cents~~ (~~\$42.50~~<sup>55.00</sup>) biweekly shall be paid incumbents of 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. ~~Effective November 19, 2006, the amount shall be increased to \$45.00 biweekly, and effective November 2, 2008, the amount shall be increased to \$50.00 biweekly.~~

Bilingual pay for employees carrying a caseload at least 50% of which is comprised of non-English speaking clients shall be paid a salary differential of ~~Fifty-five~~<sup>Seventy</sup> Dollars (~~\$55.00~~<sup>70.00</sup>). ~~Effective November 19, 2006 the amount shall be increased to \$60.00 biweekly, and effective November 2, 2008, the amount shall be increased to \$65.00 biweekly.~~

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. The Union shall be provided listings of employees receiving bilingual pay twice a year.

**(16) BUMPING AND CHANGES TO LAYOFF PROCEDURES:**

Modify Section 14.5 "Procedures" of the MOU between the parties as follows:

14.5 Procedures

- 1) A displaced employee will be transferred to any vacancy with equivalent FTE status in his/her classification in his/her home department. For the purpose of this section, the following shall be considered "departments":

Agriculture, Weights and Measures

Assessor, County Clerk-Recorder & Chief Elections Officer

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~~Board of Supervisors~~  
~~Child Support Services~~  
~~Controller~~  
~~Coroner~~  
~~County Counsel~~  
~~County Managers Office/Clerk of the Board~~  
~~Court~~  
~~District Attorney~~  
~~Fire Protection Services~~  
~~Health System – San Mateo Medical Center~~  
~~Health System – All Other Health~~  
~~Housing~~  
~~Human Resources Department~~  
~~Human Services Agency~~  
~~Information Services Department~~  
~~Parks Department~~  
~~Planning and Building~~  
~~Probation~~  
~~Public Works~~  
~~Library~~  
~~Sheriff's Office~~  
~~Tax Collector / Treasurer / Revenue Services~~

2) ~~If no vacancy with equivalent FTE status exists in the employees classification in the home department an employee shall have the following options:~~

3) ~~He/she may take the longest standing vacancy, County-wide, in his/her classification in another department, or~~

4) ~~2) He/she shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which he/she has bumping rights. Employee who choose this option shall have a list of all vacancies provided by the County. The County will arrange for interviews for vacancies in which the employee is interested.~~

5) ~~3) Employees who are notified they will be laid off shall have any of the following three choices the choice to:~~

a) ~~Taking Take a voluntary demotion within the same department to any classification, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.~~

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~~b) On a County-wide departmental basis, displacing the employee in the same classification having the least seniority in County service. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

The two-thirds (2/3) rule in this subpart (b) and subpart (c) below only applies to the computation for movement between departments. Total seniority is retained by the employee in his/her new assignment.

~~e)b) \_\_\_\_\_ On a County-wide basis, taking a voluntary demotion to any classification, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.~~

~~6)4) \_\_\_\_\_ Displaced employees may request the Human Resources Director to place the employee's name on the promotional eligible list or open eligible list for any classification for which, in the Human Resources Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 14.3.~~

~~7)5) \_\_\_\_\_ Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, an employee may, with the approval of the Human Resources Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.~~

~~8) 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 he/she had prior probationary or permanent status and which the Human Resources Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.~~

~~9)6) \_\_\_\_\_ A transfer, for layoff purposes, is defined as a change from one position to another in the same classification or in another classification, the salary range of which is not more than ten percent (10%) higher.~~

~~10)7) \_\_\_\_\_ Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the classification.~~

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~~14.1~~8) In addition to all other options, employees in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

Modify Section 14 "Layoff and Reemployment" as follows:

14.2 Notice of Layoff

The department head will give at least ~~fourteen~~ thirty (1430) days advance written notice to employees to be laid off except in an emergency situation in which case the Human Resources Director may authorize a shorter period of time.

14.3 Precedence by Employment Status

No permanent employee shall be laid off while employees working in extra-help, seasonal, temporary, provisional, or probationary status are retained in the same classification 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 - among probationary employees in a given classification, order of layoff shall be according to reverse order of seniority as determined by total continuous County civil service, not continuous time in that probationary period. Employees in flexibly-staffed positions serving a second probationary period (at a higher level classification in the series) shall not be considered probationary for layoff purposes.

**Seniority**

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above. For employees within the Court, all Court service time counts in determining seniority within the Court. If an employee transfers or otherwise moves from the Court to a County position, or if an employee transfers or otherwise moves from a County position to the Court, only the employee's time in the Classified service counts in determining seniority for purposes of layoff. Subject to Court participation, the County and Union agree to reopen this language within the first six (6) months following the effective date of this agreement.

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Modify Section 15 "Severance Pay" as follows:

Section 15. Severance Pay

15.1 Application

Unless herein provided for in Section 15.3, in the event that an employee's position is abolished and such employee is unable to displace another County employee as provided in Section 14 of this Memorandum of Understanding, such employee shall receive reimbursement of one week of pay for each full year (2080 hours) of regular service to the County, ~~up to a maximum of ten (10) weeks of pay~~ and fifty percent (50%) of the cash value of such employee's unused sick leave; provided, however that such employee shall be eligible for reimbursement only if the employee remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.

Severance pay as described in Section 15.1 above shall not be denied because a full time employee refuses to take a position which requires twenty-nine (29) hours or less work per week.

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15.2 Health Benefits Following Layoff

The County agrees to pay the County premium for ~~six~~nine (9) months of medical coverage for an individual who is laid off. This coverage is contingent on the following conditions:

- the individual has not refused a County job offer;
- the individual is unemployed;
- the individual continues to pay their share of the premium and
- the coverage is for health only and does not cover dental or vision.

15.3 Education Stipend

If an employee is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay 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. The administration of this new benefit will be determined by mutual agreement between the County and the Union.

**(17) COURT APPEARANCE**

Revise Section 20.7 of the MOU between the parties as follows:

20.7 Absence Due to Required Attendance in Court

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

- (1) Said absence from duty will be with full pay for each day the worker serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the worker must remit to the County Treasurer, through the worker'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

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time necessarily involved, shall not be considered absence from duty within the meaning of this Section.

- (3) ~~Said absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not a party. An employee required to appear in court in a matter unrelated to his or her County job duties or because of civil or administrative proceedings that he or she initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Milias Brown Act or the MOU between the parties.~~
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

**(18) DEFERRED COMPENSATION AUTOMATIC ENROLLMENT FOR NEW EMPLOYEES:**

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

**(19) ESTABLISH COUNTY-WIDE COMMITTEE TO REVISE CAREER OPPORTUNITIES PROGRAM.**

Delete current language in Section 30 and Exhibit F. Replace Section 30 with the following:

The County and Union acknowledge that the Career Opportunities Program described in Section 30 and Exhibit F of the 2010 MOU between the parties has become outdated and non-operational. The County and Union desire to restore and update the Career Opportunities Program, with the purpose of providing current County employees with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily

**TENTATIVE AGREEMENT BETWEEN  
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RE: SUCCESSOR MOU**

understandable, efficient and appropriate to the County's needs. The County recognizes that investing in and utilizing talents of its workers will enhance the performance of the organization.

Therefore, the County will establish a County-wide Career Development Program (CDP) Committee to evaluate the needs of today's workplace and employees, and to restore and update the Career Opportunities Program.

The CDP 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.

The CDP Committee will begin meeting no later than March 1, 2015, with the goal of drafting a program policy no later than September 1, 2015, and implementing the program no later than March 1, 2016.

In redesigning the program, the CDP Committee will address training and development activities to enable employees to improve knowledge, skills and abilities in order to achieve promotional eligibility.

In the event the CDP Committee is unsuccessful, the County and Union will meet to discuss appropriate next steps for the CDP.

**(20) VDT:**

Delete Section 42 – Video Display Terminal

~~Section 42. V.D.T~~

~~The County and the Union agree to continue committee meetings to formulate recommended guidelines for health, safety and comfort for V.D.T. users. It is understood that as part of such meetings, Union representatives intend to raise the issue of V.D.T. eyeglasses, a matter of potential economic impact, and the County agrees to consider that issue at that time.~~

~~Employees who operate VDT's will, upon request, be furnished with anti-glare screens in accordance with the guidelines specified in the County's recommendations on the use of VDT's.~~

**TENTATIVE AGREEMENT BETWEEN  
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**(21) WORKDAY REOPENER:**

During the term of agreement, upon request from the County, the Union agrees to meet and confer regarding issues within scope of representation related to the implementation of the Workday Human Resources information system.

**(22) VTO**

The County and the Union agree to continue to meet and discuss issues related to the VTO program during the first six months of the agreement.

**(23) UNIT EXHIBIT TA'S AS AGREED TO BY THE PARTIES.**

**(24) ADDITIONAL CLEAN UP AS AGREED TO BY THE PARTIES.**



**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT A: HEALTH SERVICES UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT A: Health Services Unit**

**1. Rest Period.** Each Licensed Psychiatric Technician (LPT) Crisis Team Technician (CTT) and Medical Services Assistant II (MSA II) shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the LPT, CTT or MSA II is off duty on the weekend or two (2) consecutive days off duty, and of at least thirty-one (31) hours between shifts when the LPT, CTT or MSA II is off-duty on a holiday or for a single day. All hours worked within the above rest periods shall be paid at the rate of one and one-half (1 ½) times the LPT's, CTT's or MSA II's straight-time rate of pay. This provision may be waived on the request of the individual LPT, CTT or MSA II and with the agreement of the supervisor provided that the LPT, CTT or MSA II is not otherwise eligible to receive overtime compensation. If employees are receiving overtime for such rest period time, they are ineligible for this payment. The provisions of this Section shall not apply to LPT's, CTT's or MSA II's whose regularly scheduled shift requires less than twelve (12) hours between the end of one (1) regularly scheduled workday and the beginning of the next regularly scheduled workday. ~~The County and the Union will meet during the first year of this contract to discuss how shifts are managed in the Medical Center relative to this paragraph.~~

2. At the request of the Union, appropriate County officials agree to meet to discuss the use of and need for continuing education. Such discussions shall include, but not be limited to educational leave days and/or reimbursement for costs associated with continuing education.

Additionally, at such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

3. A Licensed Psychiatric Technician or a Crisis Team Technician who is assigned to work in a lead capacity will receive a differential of one step in addition to all other compensation.
4. The County has agreed that persons in the classification of Pharmacist will be allowed five days of continuing education leave per year.
5. The County agrees that Radiologic Technologists will be allowed five days of continuing education leave per year.
6. Creative Arts Therapists in San Mateo County ~~General Hospital~~ Medical Center assigned as lead worker over other therapists shall receive premium pay at the rate of one step of his/her base salary in addition to all other compensation. Only one employee at a time may be so assigned.

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RE: EXHIBIT A: HEALTH SERVICES UNIT**

7. Occupational Therapists in the California Children's Services Medical Therapy Unit for the Public Health Division assigned as Consultant for other Occupational Therapists shall receive premium pay at the rate of five percent (5%) above the employee's base pay. The Consultant function will be used only when a position of Senior Occupational Therapist is absent. Only one employee at a time may be so assigned.
8. ~~Unit Leaders of treatment teams in the Mental Health Services Division whose class specification does not include supervising other employees shall receive premium pay at the rate of (10%) of their salary in addition to all compensation while assigned as such leaders. Only one employee at a time may be so designated as team leader of a team except as provided below:~~

~~When a Unit Leader is temporarily absent, the appointing authority may designate another employee to perform the incumbent's duties. Such designation shall be in writing. If the designated employee's assignment extends beyond five (5) consecutive workdays, he/she shall be entitled to payment of the percent (10%) Unit Leader differential starting on the sixth (6th) workday and continuing through the period of temporary assignment provided that (a) the employee's classification does not include supervisory responsibilities, and (b) that any such assignment which extends beyond fifteen (15) workdays be approved by the Human Resources Department Director in advance.~~

9. The County agrees that Medical Services Assistants II shall be allowed two days of continuing education (CE) leave per year.
10. Medical Services Assistants II who are assigned to the clinics and perform advanced patient care duties as defined in the classification specification shall receive a differential of 6.2% in addition to all other compensation
11. Full-time nursing positions in the Long Term Care Unit of San Mateo County Health Medical Center in classifications covered by this bargaining unit will be filled from among internal permanent part-time applicants, if any. If more than one (1) permanent part-time employee applies for transfer, work performance and seniority will be the principal selection factors considered. Such a part-time employee, when transferred, will serve a 30-day trial period, during which they may be returned to permanent part-time status, without right of appeal.
12. Dietitians assigned to weekend coverage shall receive on call pay at the hourly rate outlined in Section 10 of this MOU
13. The County agrees that Laboratory Assistants will be allowed one (1) day of continuing education leave per year, effective January 1, 2007.
14. The County has agreed to provide each Laboratory Assistant assigned to the Clinical Lab at the San Mateo Medical Center four (4) laboratory coats per an exchange system. ~~The County and Union will meet to discuss and resolve issues and concerns during the six-month trial period.~~

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
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RE: EXHIBIT A: HEALTH SERVICES UNIT**

15. The County has agreed to provide each Pharmacy Technician and Pharmacist assigned to the Pharmacy at the San Mateo Medical Center four (4) laboratory coats per an exchange system. ~~The County and Union will meet to discuss and resolve issues and concerns during the six-month trial period.~~
16. All employees in the classifications of Dietitian and Licensed Psychiatric Technician shall be allowed three (3) days of educational leave each fiscal year under prescribed policies. The three days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees and does not constitute a limit on time for additional training that may be needed by the employee or the department.
17. The County agrees that Occupational Therapists and Physical Therapists shall be allowed three (3) days of continuing education (CE) leave per year. The three days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees and does not constitute a limit on time for additional training that may be needed by the employee or the department.
18. Effective May 23, 2004, Pharmacists in an on-call status will be compensated at one quarter (1/4) of the Pharmacist's base pay for all time spent in such capacity.

Pharmacists contacted at home by phone will receive a minimum of one (1) hour pay at the overtime rate for each work-related telephone call received while in an on-call capacity so long as the calls are more than one hour apart.

A Pharmacist called back to work will be compensated in accordance with Section 7.4 of the Memorandum of Understanding.

19. ~~Representatives from Health Services and San Mateo Medical Center Administration and the Union will meet during the term of this agreement to discuss required training and ongoing educational opportunities for Dietitians and Public Health Nutritionists.~~
20. ~~With approval by Human Resources and County Manager, both parties agree to expand the current Epidemiologist classification into a flexibly staffed series of Epidemiologist I/II. Parties agree to meet and confer.~~
21. Employees required to report back to work during off-duty hours in the San Mateo Medical Center in the Pharmacy, Operating Room, and Radiology shall be compensated for a minimum of two (2) hours of overtime. Employees called back to work for these departments are not covered under Section 7.4.
22. ~~With approval by the County Manager, the County is creating the Medical Laboratory Technician classification for the San Mateo Medical Center. However, before implementation, the County will meet & confer with the Union regarding salary, duties, and description for this new classification. Salary for this classification will be set based on existing classifications and a salary survey of comparators.~~

**TENTATIVE AGREEMENT BETWEEN  
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AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT A: HEALTH SERVICES UNIT**

The County will meet with the Union prior to converting any vacant Clinical Laboratory Scientist or vacant Laboratory Assistant position to a Medical Laboratory Technician to discuss the rationale for doing so.

23. Reduction in Force of Less than Fourteen (14) Days

For reductions in force of 14 days or less including "call-offs", scheduled hours shall be reduced or cancelled in the following order:

1. Employees working beyond 40 hours in a week
2. ~~Extra Help~~ Volunteers to reduce or cancel hours
3. ~~Volunteers to reduce or cancel hours~~ Extra Help
4. Part-Time working beyond hired FTE in that payroll week

Staff who volunteer or are involuntarily reduced may use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence.

Employees will be notified at least one and a half (1 ½) hours prior to the start of their shift. Employees who are not notified at least one and a half (1 ½) hours prior to the beginning of a scheduled shift and who report for work will be worked and paid a minimum of 4 hours. This minimum guarantee shall not apply if the employer has contacted the employee personally by telephone at least one and a half (1 ½) hours prior to the beginning of the shift. In attempting to make personal contact, the employer shall call employees in both call-off order and in order of seniority until an employee is contacted. If the employer is unable to personally contact any of the employees in a unit scheduled to work, and if all of those employees report for work, the employee at the top of the call-off list, with the least seniority shall be sent home without pay. It shall be the responsibility of each employee to notify the employer of their current home phone number and address.

Prior to temporarily closing, employees will be consulted on the timing and process of the closure. Every effort will be made to provide eight hours notice prior to closing.

~~The parties agree to meet within 60-90 days following ratification of agreement to discuss and develop a rotation system. If consent is not reached, the above process will be utilized.~~

24. The salary schedule for the Physician Assistant job classification will be aligned with the salary schedule of the Nurse Practitioner job classification.
25. Continuing Education: Respiratory Therapists shall be allowed two (2) days of continuing education leave each year.

**TENTATIVE AGREEMENT BETWEEN  
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AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT A: HEALTH SERVICES UNIT**

Physician Assistants shall be allowed three (3) days of continuing education leave each year.

Medical Laboratory Technicians to be allowed continuing education leave in the amount of twenty-four (24) hours within a two (2) year period.

26. The County agrees to meet and confer during the term of the agreement regarding the Coroner's Office decedent removal procedures and requirements for Forensic Autopsy Technicians, in accordance with legal requirements.
27. The salary schedule for the Speech Pathologist job classification will be aligned with the Physical Therapist II job classification and the Occupational Therapist II job classification.
28. The County will conduct a job study of Pharmacy Technician assigned to Buyer duties. The study will begin within ninety (90) days of Board approval of the successor MOU between the parties.
29. The County and Union will meet to discuss the Union's concerns regarding training of students in the Pharmacy department.
30. Cross-trained Medical Laboratory Technicians who are regularly assigned to and work on the evening or night shift shall receive an extra 2.5% for being cross-trained in two areas of specialization. Cross-trained Medical Laboratory Technicians shall receive an extra 5% for being cross-trained in three or more areas of specialization.

FOR THE COUNTY

FOR THE UNION

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

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



**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT B - HUMAN SERVICES UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

The County will agree to a separate side letter as follows:

Benefits Analysts I and II of the Health Insurance Contact Center who are assigned as lead workers over other workers shall receive a differential of 5.74%, in addition to all other compensation, until June 30, 2015. Only one employee may receive this differential.

**EXHIBIT B: Human Services Unit**

1. At such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.
2. The County recognizes that employees who are Benefits Analysts should meet with the Human Services Agency in order to provide input into the formulation of the Benefits Analyst training program for new and continuing Benefits Analysts.
3. ~~The Human Services Agency is committed to achieving a goal that bilingual employees who carry caseloads will have no more than 75% of that caseload be bilingual. Both the Agency and the Union recognize that attaining this goal is contingent on recruitment and selection opportunities.~~
4. ~~Psychiatric Social Workers or Social Workers at San Mateo County Health Medical Center who are assigned as lead worker over other social work staff shall receive premium pay at the rate of one step of his/her base salary in addition to all other compensation. Only one employee at a time may be so assigned.~~
5. ~~Unit Leaders of treatment teams in the Mental Health Services Division whose class specification does not include supervising other employees shall receive premium pay at the rate of (10%) of their salary in addition to all compensation while assigned as such leaders. Only one employee at a time may be so designated as team leader of a team except as provided below:~~

~~When a Unit Leader is temporarily absent, the appointing authority may designate another employee to perform the incumbent's duties. Such designation shall be in writing. If the designated employees assignment extends beyond five (5) consecutive workdays, he/she shall be entitled to payment of the percent (10%) Unit Leader differential starting on the sixth (6th) workday and continuing through the period of temporary assignment provided that (a) the employees classification does not include supervisory responsibilities, and (b) that any such assignment which extends beyond fifteen (15) workdays be approved by the Human Resources Department Director in advance.~~

**TENTATIVE AGREEMENT BETWEEN  
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AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT B - HUMAN SERVICES UNIT**

6. Upon written request by the Union to the Employee Relations Manager, the County shall discuss with the Union specific allegations of excessive workloads for employees in this Unit. In addition, the Human Services Agency will review and discuss with Union representatives the methods by which caseloads are being computed for Benefits Analysts.
7. ~~Benefits Analysts II who perform screening and assessment services or income and employment services for clients shall receive a salary differential in an amount equal to the difference between the E step of a Benefits Analyst II and the E step of the Employment Services Specialist II.~~
8. ~~Benefits Analysts III who perform screening and assessment services or income and employment services for clients shall receive a salary differential in an amount equal to the difference between the E step of a Benefits Analyst III and the E step of the Employment Services Specialist II.~~
9. The department is committed to providing new worker training units to provide thorough and appropriate training to new workers in the Children's Protective Services area. The parties understand that the extent of such training is contingent on available budget.
10. ~~Human Services Analysts and Human Services Supervisors working in the Alcohol and Drug Program shall receive a 10% differential in addition to all other compensation.~~
11. Professional staff designated by the department head who provide child or adult protective services work shall receive a 5% differential in addition to all other compensation.
12. Professional staff designated by the department head who provide emergency response in protective services work shall receive a 5% differential in addition to all other compensation.
13. ~~The County has agreed to move the Vocational Rehabilitation Counselor classification series from Work Group 2 to Work Group 5 effective 11/19/06. This series includes Vocational Rehabilitation Counselor II, Vocational Rehabilitation Counselor III, and Supervising Vocational Rehabilitation Counselor.~~
14. ~~Aging and Adult Services agrees to meet with the Union to discuss the training position to be recommended for inclusion in the department's 2007/2008 fiscal year budget. The first meeting will be initiated within 90 days of the ratification of the MOU.~~
15. ~~Aging and Adult Services and the Union will meet to discuss and attempt to resolve issues and concerns relative to workload for the Deputy Public Guardian series in Aging and Adult Services. These meetings will also address the usage of the Transportation Officer classification. The first meeting will be initiated within 90 days of the ratification of the MOU.~~
16. ~~The County and Union agree with reclassifying the 3 Benefit Analysts II in the Foster Care Unit to Benefit Analysts III.~~

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT B - HUMAN SERVICES UNIT**

17. ~~The County and Union agree with reclassifying the Community Workers assigned to the North County Health Center clinic to Medical Services Assistant II. They shall receive the "clinic differential" of 6.2% in addition to all other compensation for performing advanced patient care duties as defined in the classification specification.~~
18. ~~Benefits Analysts I/II/III in the IESS/SAS units of the Self-Sufficiency Program who are assigned as lead workers over other IESS/SAS workers shall receive a differential of 5% in addition to all other compensation. Only one employee in each unit may receive this differential.~~
19. ~~The County and Union will agree to increase the Fraud Investigator I hourly rate to \$30.27 at the E step effective 11/19/06.~~
20. Social Workers II/III and Social Work Supervisors in the Human Services Agency Children and Family Services Division assigned to FM and FR shall receive a differential of 5% in addition to all other compensation.
21. Within the first year following execution of this MOU, the County plans to review the Mental Health Counselor series and Case Management/Assessment Specialist series and if appropriate, will create a lead position for each series:

Mental Health Counselor III

Case Management/Assessment Specialist III

~~Any recommended changes to classification structure from the department will be submitted to the County Manager and Human Resources Department for review. If the County Manager and Human Resources Department concur with the recommendations, they will be submitted to the Board of Supervisors and/or Civil Service Commission, as required. The review may result in reassignment of existing duties.~~

22. ~~Upon the Union's request, the Human Services Agency and AFSCME agree to meet within 90 days of ratification of the MOU to review and discuss the process for Out-of-County travel for employees assigned to CPS and determine the expenses that can be prepaid.~~
23. Upon clinician request, the supervisor will schedule a meeting to develop a plan to address clinician concerns about this ability to provide appropriate treatment.

Training needs identified by the clinical staff can be communicated in the following venues: clinical supervision meeting; weekly team meeting; Workforce Development, Education and Training Committee meeting; annual staff satisfaction survey; and/or Labor/Management meetings.

24. The County Employee Relations Manager will meet with the Union during the term of agreement to discuss per diem meal reimbursement.

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT B - HUMAN SERVICES UNIT**

- 25. The County agrees to move BHRS Analyst I/II and Supervisors into the Human Services bargaining unit, subject to approval of the Civil Service Commission.
  
- 26. On a quarterly basis for the term of the 2014 MOU, the County will provide existing, monthly Economic Self-Sufficiency Dashboard reports. The County and the Union will discuss the feasibility of providing additional reports documenting individual workload in the Labor Management Committee.
  
- 27. Within twelve (12) months of Board approval of the successor MOU, the County and the Union will meet and confer to discuss the continuation of differential pay for Benefits Analysts, including grandfathering, described in the April 15, 2013 side letter agreement between the County and the Union.
  
- 28. The County and the Union shall establish a committee to discuss recruitment and retention for employees in the ongoing call center (OPS).

FOR THE COUNTY

FOR THE UNION

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

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

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT C- INSPECTION AND REGULATION UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT C: Inspection and Regulation Unit**

1. Environmental Health employees in the following classifications, Environmental Health Program Supervisor, Environmental Health Program Specialist and Hazardous Materials Specialist, who obtain a certificate/registration as a Professional Engineer, Registered Geologist, or Registered Engineering Geologist shall receive a differential of one step (5.74%) in addition to all other compensation. No more than two employees at a time may receive this differential.
2. At the request of the union, appropriate County officials agree to meet to discuss the use of and need for continuing education. Such discussions shall include, but not be limited to educational leave days and/or reimbursement for costs associated with continuing education.

Additionally, at such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

3. Employees assigned to on-call for the Hazardous Materials Section of the Environmental Health Division shall, regardless of class or work group will be permitted a choice of cash or compensatory time when actually required to report for duty pursuant to Section 7.4 of this Memorandum of Agreement.
4. ~~The County and Union will meet in the Health Department Organizational Review Committee to study the salaries of the Biologist/Standards Specialist series. This does not constitute any agreement to make any salary changes to this series. Any joint recommended changes to compensation or classification structure from the Review Committee will be submitted to the County Manager and Human Resources Department for review. If the County Manager and Human Resources Department concur with the recommendations, they will be submitted to the Board of Supervisors and/or Civil Service Commission.~~
5. Effective September 13, 2006, the County and Union reached agreement to increase the Life Insurance for Environmental Health employees who are on the Hazardous Materials Emergency Response Team (HMERT). The County shall provide Fifty Thousand Dollars (\$50,000) of life insurance for the employee and an additional One Hundred Thousand Dollars (\$100,000) of Accidental Death and Dismemberment (AD&D) insurance payable to the employee's beneficiary if the employee's death results from an accident on the job. This increased Life Insurance coverage only applies to staff who are members of the HMERT and shall only apply when they are members of that Team.
6. ~~The Health Department, Human Resources, and the Union agree to meet no later than December 31, 2007 to discuss and study:~~

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT C- INSPECTION AND REGULATION UNIT**

- ~~a. The job specifications and requirements for the Technician series in the Hazardous Materials program.~~
  - ~~b. Consideration of classification studies for the three (3) Hazardous Materials Specialist III positions whose current program responsibilities include Medical Waste, Waste Tires, and Used Oil.~~
  - ~~c. The current practice of requiring a demotion for an individual at the II and III level who is transferring from the Environmental Health/Consumer section to the Hazardous Materials section and vice-versa.~~
  - ~~d. Any joint recommended changes to compensation or classification structure from these meetings will be submitted to the County Manager and Human Resources Department for review. If the County Manager and Human Resources Department concur with the recommendations, they will be submitted to the Board of Supervisors and/or Civil Service Commission, as required. Individuals whose classifications are not recommended or accepted for study will retain their current rights under the Memorandum of Understanding.~~
7. If the County requires new certifications or licenses for an employee's job classification, the County will offer the Union the opportunity to meet and confer over the impacts and effects of the new requirements in accordance with legal requirements.
8. The County acknowledges the need for reliable cell phone communication between the County and Field Staff in the Environmental Health Specialist, Environmental Health Technician, Environmental Health Supervisor, Hazardous Materials Specialist, Hazardous Materials Supervisor job classifications in order to conduct County business. Within one hundred twenty (120) calendar days of Board approval of this successor MOU, the County will provide either a County cell phone or personal cell phone use stipend, as determined by the County, for Field Staff in these classifications. If the County decides to provide a personal cell phone use stipend, the County will provide the Union with the opportunity to meet and confer over the stipend amount.
9. The Department will provide required, appropriate footwear for employees.

FOR THE COUNTY

FOR THE UNION

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

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

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT D: INSTITUTIONAL SERVICES UNIT**

**EXHIBIT D: Institutional Services Unit**

1. The County shall continue to provide appropriate uniforms for employees of the Food Services Division who must wear a uniform. In accordance with this provision, Lab Coats will be made available to all Food Services Supervisors.
2. The County has agreed to provide knives for those culinary personnel required to use them in the course of their work.
3. ~~Cooks regularly assigned to work at the medium security facility and Honor Camp in La Honda shall receive premium pay at the rate of one step in addition to all other compensation while so assigned.~~
4. Cooks who perform the duties of baker and AAA Senior Meals Program delivery coordination at San Mateo Medical Center County General Hospital shall receive a differential equivalent to the salary for the classification of Supervising Cook I. Only one employee at a time may be so assigned.
5. ~~Correctional Health Food & Nutrition Services and the Union agree to meet within 90 days of the ratification of the MOU to discuss and attempt to resolve issues and concerns relative to staffing for planned absences of 10 days or longer for Supervising cooks, Cooks I/II and Food Service Workers I/II. Discussions shall include but not limited to assigned duties to be performed and scheduled hours. The outcomes of such discussions shall be put into writing and provided to both sides.~~
6. A Food Service Worker who is assigned to work as a shift lead will receive a differential of one step in addition to all other compensation. This differential will only apply to the hours worked in that capacity.
7. A Food Service Worker who is assigned to work a shift as a Cook will receive a differential of one step in addition to all other compensation. This differential will only apply to the hours worked in that capacity.
8. The County encourages hiring managers to consider employees on the transfer list for the purpose of filling vacancies. If the County can determine an efficient process to track transfers, the County will track transfers for the term of the 2014 MOU and report the finding to the Union.

FOR THE COUNTY

FOR THE UNION

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**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT D: INSTITUTIONAL SERVICES UNIT**

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

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

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT E: LVN UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**Exhibit E: Licensed Vocational Nurse Unit**

**14. Reduction in Force of Less than Fourteen (14) Days**

For reductions in force of 14 days or less including "call-offs", scheduled hours shall be reduced or cancelled in the following order:

1. Employees working beyond 40 hours in a week
2. Volunteers to reduce or cancel hours Extra Help
3. ~~Volunteers to reduce or cancel hours Extra Help~~
4. Part-Time working beyond hired FTE in that payroll week

Staff who volunteer or are involuntarily reduced may use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence.

Employees will be notified at least one and a half (1 ½) hours prior to the start of their shift. Employees who are not notified at least one and a half (1 ½) hours prior to the beginning of a scheduled shift and who report for work will be worked and paid a minimum of 4 hours. This minimum guarantee shall not apply if the employer has contacted the employee personally by telephone at least one and a half (1 ½) hours prior to the beginning of the shift. In attempting to make personal contact, the employer shall call employees in both call-off order and in order of seniority until an employee is contacted. If the employer is unable to personally contact any of the employees in a unit scheduled to work, and if all of those employees report for work, the employee at the top of the call-off list, with the least seniority shall be sent home without pay. It shall be the responsibility of each employee to notify the employer of their current home phone number and address.

Prior to temporarily closing, employees will be consulted on the timing and process of the closure. Every effort will be made to provide eight (8) hours' notice prior to closing.

~~The parties agree to meet within 60-90 days following ratification of agreement to discuss and develop a rotation system. If consent is not reached, the above process will be utilized.~~

FOR THE COUNTY

FOR THE UNION

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**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT E: LVN UNIT**

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

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

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT F - PARKS UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT F: Parks Unit**

1. New employees shall receive a thirteen (13) biweekly pay period allowance by the completion of two (2) biweekly pay periods of service with subsequent payments to be made at the completion of each additional thirteen (13) biweekly pay periods of continuous service. If the employee's service is terminated for any reason, the County shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.

Effective February 1, 2000, the maximum uniform allowance for every classification in the Parks Unit will be \$650 per year. For items not covered by the vendor agreements, employees will submit receipts for reimbursement. The uniform committee shall determine what items or services will be eligible for reimbursement outside the vendor contract. Whether directly billed to the County or reimbursed to employees, the total annual uniform allowance per employee will not exceed \$650.00. A maximum of \$100.00 per year from the yearly uniform allowance may be used for reimbursement of costs associated with the repair, maintenance, and dry-cleaning of uniform items.

The County agrees to continue the Uniform Committee as needed with the purpose of re-evaluating the uniform policy.

Park Rangers assigned to the Memorial Park wastewater treatment plant who possess a current California Grade II Wastewater Certificate and who spend at least fifty percent (50%) of their time performing duties related to these plants shall receive premium pay in the amount of one step (5.74%) in addition to all other compensation. Only one employee may be so assigned.

2. Park Rangers with a current California Grade II Wastewater Certificate who provide relief for the Ranger assigned to Memorial Park wastewater treatment plant, shall receive the amount of one step (5.74%) in addition to all other compensation when providing relief. Only one employee may be so assigned.
3. Park Rangers and the Equipment Mechanic/Operator, Parks, assigned to perform maintenance work at the Parks Division maintenance Unit at Coyote Point shall receive premium pay at the rate of ten percent (10%) of their base salary in addition to all other compensation. This pay will begin thirteen pay periods after the employee is assigned to the unit and has demonstrated acceptable maintenance skills.

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT F - PARKS UNIT**

4. Per the Parks and Recreation Division's Administrative Policies and Procedures memo on "Mileage Reimbursement-Remote Areas", Park Rangers assigned to remote locations shall receive mileage reimbursement up to maximum of 25 miles per day.
5. It is the department's intent to provide thirty (30) days notice to employees of upcoming trainings, when feasible. The department will make every effort to provide this notice to employees however, it does not always have control of the schedules of the professionals providing these trainings. In cases where more than 30 days notice is given the division will work with the employees to reschedule days off. In cases where schedules must be changed because the department cannot give 30 days notice, it will reimburse employees for time worked, at the appropriate level of compensation.
6. The Parks Department and Union will establish a Labor/Management committee to discuss the future department organization, work assignments, use of non-county personnel, and other issues to be identified. The Union may have up to 5 members on this committee. If another park area is added during the term of this agreement, an additional member would be considered.
7. The County will conduct a job study of the Park Ranger assigned to water/wastewater work at Memorial Park within one hundred twenty (120) days of the Board adoption of the successor MOU. The County will meet and confer with the Union over any changes to the job classification and assignment in accordance with legal requirements. During the job study and subsequent meet and confer, the incumbent Park Ranger assigned to water/wastewater work at Memorial Park will receive pay equal to the Park Ranger III job classification.

FOR THE COUNTY

FOR THE UNION

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

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

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT G: PLANNING UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT G: Planning Unit**

1. Departmental management shall discuss with employees proposed reassignments from one division to another, including workload transition, and shall advise employees of impending reassignments prior to the general release of such information, unless absence of the employee makes this impossible.
2. Registration Fees. The County agrees to provide payment on a reimbursement basis of professional registration fees for employees in the classifications of ~~Senior Capital Projects Manager, Capital Projects Manager, and Building Division Project Manager.~~
3. Professional Societies and Associations. For employees in the classifications of ~~Senior Capital Projects Manager,~~ and Capital Projects Manager, the County agrees to provide payment on a reimbursement basis to a maximum of Two Hundred and Fifty Dollars (\$250) of the annual dues for a maximum of three (3) professional societies and/or associations which as one of their principal purposes is not the representation of individuals in matters concerning wages, hours or other terms and conditions of employment.

The organizations which the employee wishes to join shall be selected by the employee. Reimbursement shall be subject to participation by the employee in said societies and/or associations and written approval of the department head or his/her designated representative.

4. Educational Leave. For employees in the classifications of ~~Senior Capital Projects Manager, Capital Projects Manager, and Building Division Project Manager,~~ the County agrees to provide one day per year of educational leave.
5. Capital Projects Managers assigned to perform project management and coordination for major capital projects shall receive premium pay of ten percent (10%) of his/her salary in addition to all other compensation. Only one employee at a time may be so assigned.
6. Planners I, II, or III performing the duties of Bayside Design Review Officer, Coastside Design Review Officer, Zoning Hearing Officer, Assistant Section Supervisor or a duty of equivalent responsibility such as major project management/coordination, as determined by the Planning Director shall be eligible to receive premium pay of ten percent (10%) in addition to all other compensation. No more than one person shall be assigned to each of these duties at one time. Preference in making such assignments shall be given to Planner III's or Planner II's who are in the process of promoting to Planner III. The Planning Director shall have the option of making alternative arrangements for covering these responsibilities as she/he sees fit if no qualified Planner III's are available for any

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT G: PLANNING UNIT**

~~reason as determined by the Planning Director, or if she/he believes these responsibilities would be performed better under that alternative arrangement. The decision to pay the differential under such alternative arrangements shall be based upon a determination by the Planning Director that the assigned Planner is performing all aspects of these and other assigned duties at a competent or exceptional level, as to whether the resulting assignment is equivalent in difficulty to that of the function of Zoning Hearing Officer, Design Review Officer or Assistant Section Supervisor and performed with the same independence expected of a Planner III.~~

7. The County will conduct a job study of the HCD job classification series within one hundred twenty (120) days of the Board adoption of the successor MOU. The County will meet and confer with the Union over any changes to the job classification and assignment in accordance with legal requirements.

FOR THE COUNTY

FOR THE UNION

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

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

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT H: PLANT AND EQUIPMENT MAINTENANCE UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT H: Plant and Equipment Maintenance Unit**

1. The County and the Union have agreed on a tool allowance of Three hundred and Seven dollars (\$307.00) per year for the Auto Service Worker I/II and III, Auto Mechanic, Auto Mechanic Trainee and Automotive Services Supervisor classifications. The allowance shall be in the form of a reimbursement for actual expenses and such reimbursement shall be made according to procedures developed by the department. If the employee's service is terminated for any reason, the County shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.
2. Coveralls will be provided for Utility Workers in the Sheriff's Department by the County at no cost to the employee.
3. The County agrees that one position of Automotive Service Worker III may be flexibly staffed with one position of Automotive Mechanic Trainee, with the condition that the such a Trainee would flexibly promote to the journey level only if there were a Mechanic vacancy.
4. The County shall provide uniforms to employees in the Custodian classification who work for the Public Works Department.

The County shall continue to supply jackets to employees who travel to various locations to perform work-related duties on a routine basis. These jackets shall remain the property of the County and shall be returned when an employee leaves County services or assume duties not requiring travel. Employees are responsible for maintaining their jackets in a neat and clean manner.

The County shall provide uniforms to employees in the Custodian classification who are assigned to the Receiving Home.

5. Employees in the Motor Pool Division of Public Works in the classifications of Auto Services Worker I/II, Auto Mechanic and Auto Services Supervisor, who perform maintenance activities on vehicles of a Gross Vehicle Weight of 10,000 pounds or more will receive a differential of one step (5.74%) for the time actually spent while performing the work.
- ~~6. Two employees in the Stationary Engineer II classification (one in Redwood City and one in San Mateo) may be designated as lead workers and receive a ½ step differential while so designated. The County will meet with the union to discuss the eligibility for this designation.~~
7. Stationary Engineers assigned to the La Honda wastewater treatment plant or potable water treatment who possess a current California Grade II Wastewater Certificate shall receive premium pay in the

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT H: PLANT AND EQUIPMENT MAINTENANCE UNIT**

amount of one step in addition to all other compensation. Stationary Engineers so assigned will exercise functional supervision over the wastewater treatment operations at both the La Honda and Camp Glenwood wastewater plants. Only two employees may be so assigned on a regular basis. A third employee may receive this premium pay when performing these duties for the purpose of covering vacations, sick leave and emergency situations, as directed by the supervisor.

8. Custodians assigned as lead worker on a weekend shift shall receive premium pay at the rate of eight and six-tenths percent (8.6%) of his/her salary in addition to all other compensation for each weekend shift. Only one employee at a time may be so assigned.
9. Supervising Custodians responsible for overseeing daily housekeeping operations including staffing, solving immediate operational problems and ordering supplies in addition to retaining responsibility for a crew shall receive premium pay at a rate of ten percent (10%) of his/her salary in addition to all other compensation. Only one employee at a time may be so assigned.
10. Utility Workers who supervise the Sheriff's Work Program and/or Sheriff's inmates shall be allowed to leave work ½ hour early or may be authorized to work overtime if the manager or his/her designee, is unable to assign another deputized worker to cover the lunch period.
11. Employees in the classification of Community Services Officer who work in the Sheriff's Department and are required to wear uniforms shall receive a uniform allowance as specified below:
  - a. An initial payment of \$425.00 shall be made when the employee is hired by or transferred into the Sheriff's Office.
  - b. A maintenance allowance of \$450.00 shall be made 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 of the preceding year and employees shall make any required purchases to maintain uniforms within 30 days of receipt of payment.
  - c. In the event the Sheriff's Department changes its required uniform, the County agrees to meet and confer with the Union concerning such change and the cost of purchasing new uniforms.
- ~~12. The Department agrees to meet with the Union to discuss training opportunities for Airport Operations Specialists.~~
13. When a vacancy occurs within Building Services, the department will consider requests for reassignment into the vacant station. All other factors being equal, the department will consider the seniority of the interested individuals in its decision. Vacancies created from the initial reassignment will be filled with an internal or external recruitment process. Building Services will track reassignments for the term of the 2014 MOU and report the findings to the Union.

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT H: PLANT AND EQUIPMENT MAINTENANCE UNIT**

14. The Department of Public Works will provide required footwear for employees. Within one hundred and twenty (120) days of the Board approval of the successor MOU, the Department will review the cost and replacement cycles of required footwear in accordance with OSHA standards, job classification requirements, and lifecycle. The Department will provide a copy of its findings to the Union.

FOR THE COUNTY

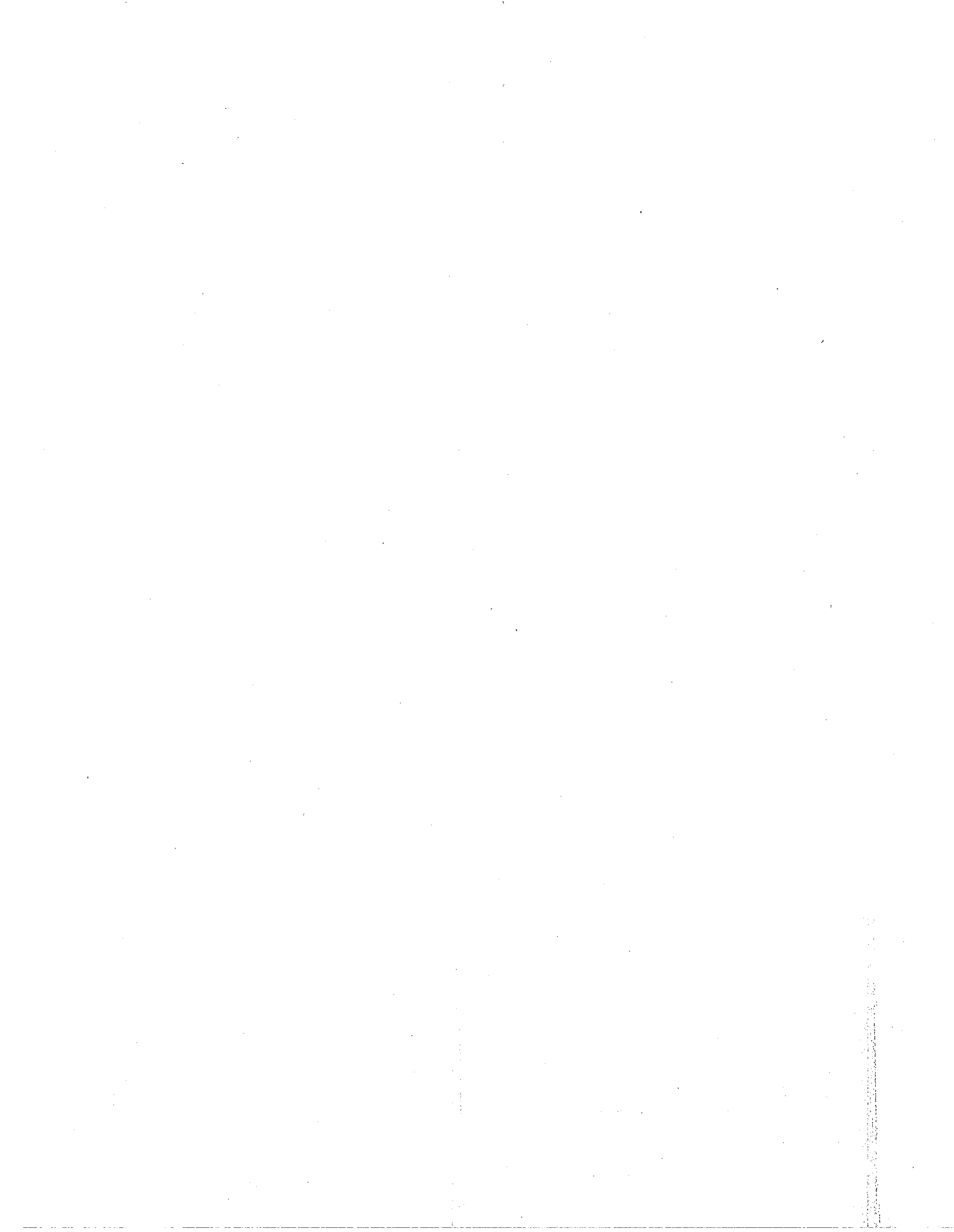
FOR THE UNION

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

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**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT I: CLINICAL LABORATORY SCIENTISTS UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT I: Clinical Laboratory Scientist Unit**

1. ~~If, during the term of this Memorandum of Understanding, a full-time employee is laid off because a position is abolished as a result of the closing or the partial closing of San Mateo County General Hospital and such employee is unable to displace another County employee as provided in the Rules of the Civil Service Commission, such employee shall receive severance pay in the amount of One Hundred Dollars (\$100.00) for each full year of completed service (severance pay for part-time employees will be prorated on the basis of hours worked in the twelve (12) month period immediately preceding layoff); provided, however, that such employee shall be eligible for severance pay only if the employee remains in the service of the County until his/her services are no longer required by the department head; and provided further that the County reserves the right to reduce severance pay for any employee whose utilization of sick leave during the year immediately preceding termination was abusive.~~

~~This section shall not apply to any Clinical Laboratory Scientist, Public Health Microbiologist, Senior Public Health Microbiologist or Supervising Public Health Microbiologist hired on or after January 1, 1980~~

2. The Professional Practices Committee shall be established consisting of no more than three (3) employees selected by the Union who are covered by this Memorandum of Understanding. The objectives of the Professional Practices Committee shall be to consider constructively the professional practice of medical technology and to consider ways and means to improve medical technology. The Clinical Services Managers in the Public Health Laboratory and the San Mateo Medical Center Laboratory shall meet with the Professional Practices Committee, upon request, for a meeting of no longer than two (2) hours to discuss the activities of the Professional Practices Committee. There shall be no more than one (1) bi-monthly meeting and the Professional Practices Committee shall be excused from duty with pay to attend such meeting.
3. The County has agreed to provide each employee in this unit with four (4) laboratory coats per an exchange system. ~~The County and Union will meet to discuss and resolve issues and concerns during the six-month trial period.~~
4. Employees designated as lead workers in the Clinical Laboratory shall receive one step in addition to all other compensation. Only two employees may be so assigned at any given time.
5. Clinical Laboratory Scientists assigned to be lead workers shall receive one step differential in addition to all other compensation. Only two Clinical Laboratory Scientists may be assigned at

**TENTATIVE AGREEMENT BETWEEN  
 COUNTY OF SAN MATEO AND  
 AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
 RE: EXHIBIT I: CLINICAL LABORATORY SCIENTISTS UNIT**

any given time, with one lead Clinical Laboratory Scientist differential specifically tied to providing leadership on the evening shift. Employees may be designated as lead over department scheduling, coverage and staff leadership or for having blood bank assignment, with one of these Lead differentials specifically tied to providing leadership on the evening shift.

6. Continuing Educational Leave (C.E.). All employees in the classifications of ~~Cytology Technologist I, Cytology Technologist II, Clinical Laboratory Scientist I, Clinical Laboratory Scientist II, Supervising Clinical Laboratory Scientist, Public Health Microbiologist I, and Public Health Microbiologist II~~ shall be allowed three (3) days of educational leave each fiscal year under prescribed policies. ~~One employee in the classification of Cytology Technologist II may use these three (3) days of educational leave to attend the annual Cytological Conference under prescribed policies~~

The three days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees for licensure and does not constitute a limit on time for additional training that may be needed by the employee or the department.

7. Cross-trained Clinical Laboratory Scientists who are regularly assigned to and work on the evening or night shift shall receive an extra 2.5% for being cross-trained in two areas of specialization. Cross-trained Clinical Laboratory Scientists shall receive an extra 5% for being cross-trained in three or more areas of specialization.

~~The San Mateo Medical Center Laboratory Administration agrees to meet with the Cytology Technologist II to discuss and attempt to resolve issues and concerns relative to improving his/her work processes and work setting.~~

~~The County and Union agree to increase the Public Health Microbiologist series salaries as follows, effective 11/19/06:~~

	Step E-hourly rate
Public Health Microbiologist I	\$37.96
Public Health Microbiologist II	\$40.17
Supervising Public Health Microbiologist	\$44.22

8. County does not commit to ongoing linkage in salaries between Microbiologist (Public Health) and Clinical Lab Scientist (SMMC).
9. Within twelve (12) months of the Board adoption of the successor MOU, the County will conduct a salary survey of the Clinical Laboratory Scientist job classification.

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT I: CLINICAL LABORATORY SCIENTISTS UNIT**

FOR THE COUNTY

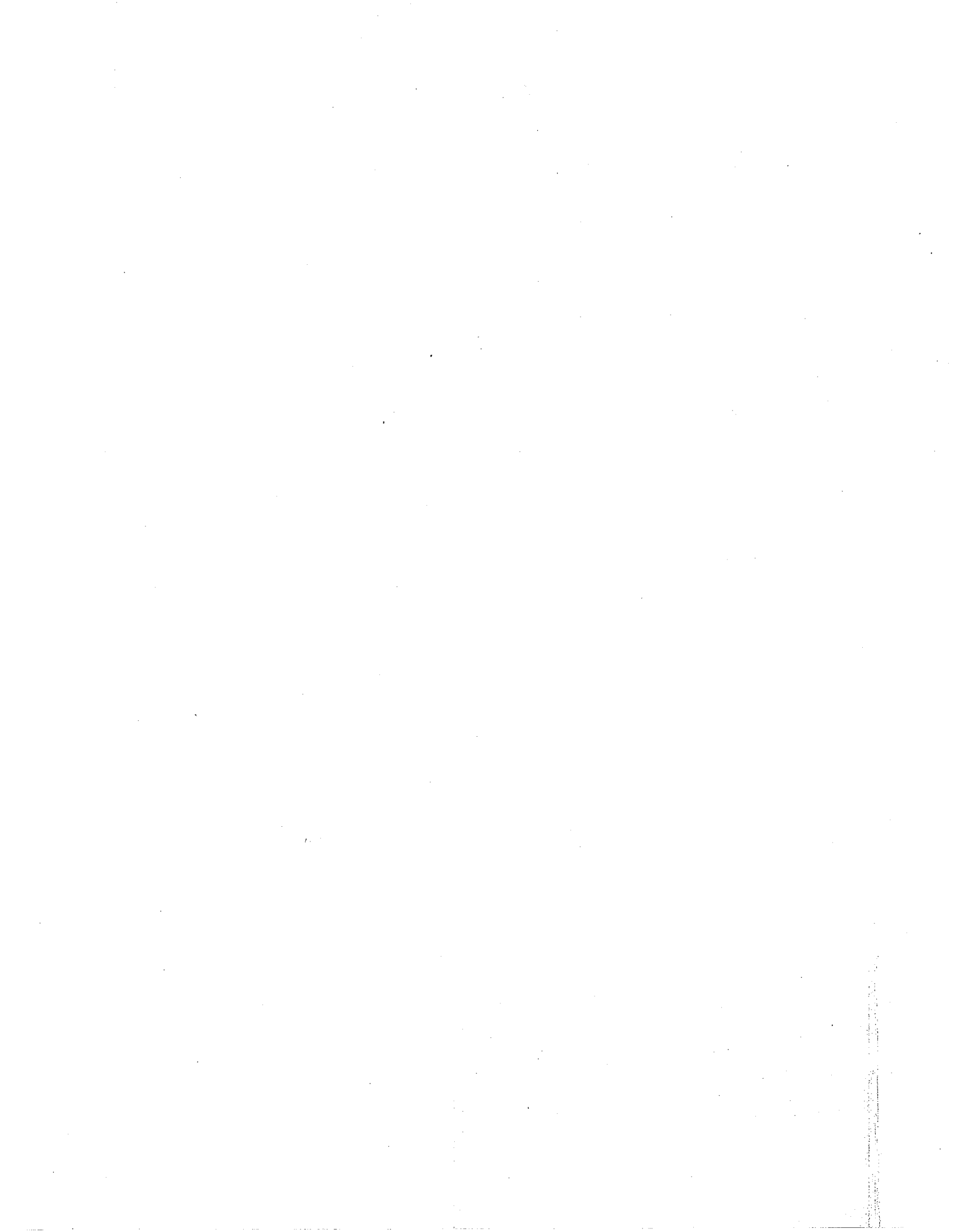
FOR THE UNION

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**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT J- COMMUNICATIONS UNIT**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the following changes to the memorandum of understanding (MOU) between the parties, subject to ratification and adoption of a successor MOU:

**EXHIBIT J: Communications Unit**

1. Communications Dispatchers II who are qualified as cross-trained dispatchers shall receive premium pay of one-half step (2.87%) in addition to their base salary. A cross-trained dispatcher is defined as a Communications Dispatcher II who is currently certified at all radios. This premium pay shall not be granted until training is received and certification is issued, certification will not be issued to any Dispatcher unable to demonstrate proficiency in all radio categories. Should a previously trained and certified cross-trained dispatcher lose certification, this premium pay shall also be lost until certification is regained.

~~During the ninety (90) day period following the execution of this Memorandum of Understanding, the County and the Union shall discuss the County's desire to maintain and increase both the number of cross-trained Dispatchers and the number of trained and cross-trained Dispatchers willing and capable of serving as Communications Training Officers for the provision of on-the-job training to new employees. The parties will also discuss the differential amount for cross-trained Dispatchers. Included in these discussions will be ongoing operational issues regarding alternate shift bid solutions for cross-trained dispatchers. The parties understand that the method chosen regarding alternate shift bid options must comply with Fair Labor Standards Act (FLSA) requirements, and not result in increased County cost.~~

2. Dispatchers assigned in writing to serve as acting supervisor for a shift or who are assigned to serve as Communications Training Officer (CTO) will receive an one-step eight percent (8%) differential.
3. For the Communications Bargaining Unit, the parties agreed that effective November 20, 2005, the 12 hour shift schedule was modified from the schedule of seven 12-hour shifts per pay period (a total of 84 hours with the final 4 hours paid as overtime), to six 12-hour shifts and one 8-hour shift per pay period (a total of 80 hours with no regularly-scheduled overtime).

Under the current staffing levels, this new schedule will result in 4 uncovered hours in conjunction with each of the 8-hour shifts. The parties agree that any available overtime resulting from such 4 uncovered hours will be posted for bid by qualified Dispatchers. Priority in such bidding shall be given to the Dispatcher who is working the 8-hour shift that results in the uncovered four hours. No dispatcher will be required to work this overtime.

The parties agree that Dispatchers who bid for any such overtime do so voluntarily and without coercion and that such overtime does not constitute regularly-scheduled overtime in determining compensation earnable for retirement purposes. Neither the employer nor the

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT J- COMMUNICATIONS UNIT**

employee will, therefore, make any retirement contributions on these overtime hours and the compensation resulting from such overtime will not be included in calculating the high salary for retirement annuities.

4. ~~Public Safety Communications and the Union agree to meet should POST develop advanced certifications covering Communications Dispatchers during the term of this agreement. The County has serious concerns regarding eligibility requirements and costs.~~
5. The County agrees to increase the PTO (Personal Time Off) hours that can be used up to 300 hours per fiscal year. In increasing the PTO threshold to this level, the EPTO (Emergency Personal Time Off) benefit is eliminated.
6. ~~The County and the Union (or PSC Administration and the Union) will meet within 30 days of the execution of this agreement to discuss implementation of shift exchanges over a longer period than permitted by current policy and practice.~~
7. ~~Within 60 days following the execution of this Memorandum of Understanding, the County and the Union will meet to examine all issues that may contribute to the vacancy rate for Communications Dispatchers, and to make recommendations for measures that are likely to support recruitment and retention of qualified staff. The issues discussed will include but not be limited to: working conditions including mandatory overtime, salaries and scope of responsibility, hiring procedures, and policies, practices and other factors that may support or undermine retention of Dispatchers, once hired. This process shall be completed within six (6) months following the execution of this MOU. Such recommendations will be forwarded to Human Resources and the County Manager and, if accepted, presented to the Board of Supervisors for determination.~~
8. ~~The County Manager's Office agrees to notify the Union regarding future facility plans for Public Safety Communications (PSC) and agrees to invite PSC, including an AFSCME team member, to make a presentation to the planning committee.~~
9. Communications Dispatchers who are assigned mandatory overtime with less than twelve (12) hours' notice will receive one-half hour of compensatory time off (CTO) for every four (4) hours of mandatory overtime worked in accordance with Section 7 of the MOU between the parties. Accrued CTO under this provision may only be taken as time off when approved in advance by the employee's supervisor. Within thirty (30) days of Board approval of a successor MOU, Mike Callagy shall meet with up to two (2) Dispatchers and a Union representative, or other committee composition as mutually agreed by the parties, to discuss the issue of scheduling mandatory overtime with less than twelve (12) hours' notice. This provision shall sunset upon agreement of the parties over a resolution, or after six (6) months of Board approval of a successor MOU, whichever occurs sooner. The parties may extend this provision by mutual agreement.

**TENTATIVE AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES  
RE: EXHIBIT J- COMMUNICATIONS UNIT**

10. Within one hundred twenty (120) days of Board approval of a successor MOU, Mike Callagy shall meet with up to two (2) Dispatchers and a Union representative, or other committee composition as mutually agreed by the parties, to meet and discuss the issues of scheduling, time off between shifts, shift hours, and a Critical Incident Stress policy.

FOR THE COUNTY

FOR THE UNION

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

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



**SIDE LETTER BETWEEN COUNTY OF SAN MATEO  
AND AFSCME LOCAL 829  
RE: CADILLAC TAX REOPENER**

The County of San Mateo ("County") and AFSCME Local 829 ("Union") agree as follows:

Effective July 1, 2017, the County and Union shall reopen the issue of payment of "the Cadillac Tax" under the Affordable Care Act.

FOR THE COUNTY

FOR THE UNION

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

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

