

Memorandum of Understanding

between

County of San Mateo

and

American Federation of State,  
County and Municipal Employees

(AFSCME)

Local 829, AFL-CIO

Service Employees International Union

(SEIU)

Local 521

Extra-Help Unit

(Covering Extra-help, Seasonal/Periodic, Relief  
and Limited Term Employees)

~~October 22, 2019 – January 22, 2022~~

January 23, 2022 – October 5, 2024\*\*\*

AFSCME & SEIU  
EXTRA-HELP  
MEMORANDUM OF UNDERSTANDING

Table of Contents [– to be updated](#)

Section 1.	Recognition.....	3
Section 2.	Union Security .....	3
Section 3.	Union Stewards and Official Representatives.....	6
Section 4.	No Discrimination .....	8
Section 5.	Salaries .....	8
Section 6.	Days and Hours of Work .....	10
Section 7.	Overtime.....	11
Section 8.	Shift Differential .....	12
Section 9.	On-Call Duty .....	13
Section 10.	Mileage Reimbursement Policy .....	13
Section 11.	Seasonal Positions - Right to Return .....	14
Section 12.	Holidays .....	14
Section 13.	Promotional Opportunities for Extra Help Applicants .....	15
Section 14.	Sick Leave .....	16
Section 15.	Vacation Credit Upon Hire Into Regular Service .....	18
Section 16.	Bereavement Leave .....	18
Section 17.	Voluntary Leaves of Absence Without Pay .....	19
Section 18.	Review of Extra Help Assignments .....	19
Section 19.	Health Insurance .....	20
Section 20.	Retirement Plan.....	22
Section 21.	Reconsideration Process for Separation due to Performance or Conduct Issues .....	22
Section 22.	Grievances .....	23
Section 23.	Loss of Compensation (Non-MOU Complaints) .....	25
Section 24.	Personnel Files.....	26
Section 25.	Training.....	26
Section 26.	Contracting/Subcontracting .....	27
Section 27.	Separability of Provisions .....	27
Section 28.	Past Practices and Scope of Agreement .....	27
Section 29.	Term of Agreement .....	27
Section 30.	Limited Term Employees .....	28
Section 31.	Bilingual Pay .....	30
Section 32.	Performance Evaluation .....	31

Section 33. Pay for Work-Out-Of-Classification ..... 31  
EXHIBIT A. AFSCME Extra-Help Unit ..... 35  
EXHIBIT B. SEIU - Extra-Help Unit ..... 42  
EXHIBIT C. Definitions ..... 45

## **MEMORANDUM OF UNDERSTANDING**

Local 829, American Federation of State, County and Municipal Employees, AFL-CIO, Local 521, Service Employees International Union, and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of extra-help employees in the representation units listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

### **Section 1. Recognition**

Local 829, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" or "AFSCME 829", is the recognized employee organization for extra-help in the classifications listed in Exhibit A, as certified by the State Mediation and Conciliation Service in a letter dated July 18, 2005.

Local 521, Service Employees International Union, hereinafter referred to as the "Union" or "SEIU 521", is the recognized employee organization for extra-help in the classifications listed in Exhibit B, as certified by the State Mediation and Conciliation Service in a letter dated July 18, 2005.

### **Section 2. Union Security**

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

#### **2.1 Reinstatement**

An extra-help employee who is separated from the representation unit shall be reinstated upon the return of the extra-help employee to the representation unit, including seasonal employees who are separated and return the following season. For the purpose of this Section, the term separation includes transfer out of the representation unit, FMLA leave, workers comp absence and any leave of absence with or without pay.

#### **2.2 Payroll Deduction**

The Union shall have the dues of its members within a representation unit deducted from employees' paychecks under procedures prescribed by the County Controller for such deductions. The deduction shall be made only after the Union certifies to the County a list of employees who have authorized such deductions. Where the County receives employee requests to cancel or change deductions, the County will direct employees to the Union. The Human Resources Department and the Controller's Office will work to provide that dues deductions are promptly terminated when an extra-help employee transfers out of union representation through a change in classification or status.

Extra-help employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the County Controller for the PEOPLE Fund (AFSCME) and the COPE Fund (SEIU).

#### **2.3 County Obligations**

- A. All dues and PEOPLE/COPE deductions shall be transmitted to AFSCME Local 829 or SEIU Local 521 in an expeditious manner.

- B. All transmittal checks shall be accompanied by documentation which denotes the extra-help employee's name, employee's number, amount of deduction (including PEOPLE/COPE) and member status.

## **2.4 Forfeiture of Deduction**

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

## **2.5 Hold Harmless**

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

## **2.6 Communications with Extra-Help Employees**

The Union shall be allowed by a County department, in which it represents extra-help employees, use of a designated bulletin board space for communications having to do with official organization business. The department involved and/or Employee and Labor Relations will investigate problems that the Union identifies with respect to use of these bulletin boards.

The Union may distribute materials to extra-help employees within the unit it represents through County mail and email distribution channels if approved by Employee and Labor Relations. This privilege may be revoked in the event of abuse after Employee and Labor Relations consults with representatives of the Union. The content of any materials distributed to employees shall not relate to political activity or violate existing County policies. Employees shall not prepare Union-related emails during County work time without first obtaining approved release time.

Any representative of the Union shall give notice to Employee and Labor Relations at least twenty-four (24) hours in advance when contacting departmental extra-help during the duty period of extra-help employee, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Pre-arrangement for routine contact may be made by agreement between the Union and the department head and when made shall continue until revoked.

## **2.7 Use of County Buildings**

County buildings and other facilities may be made available for use by County extra-help employees or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or department heads concerned.

## **2.8 Advance Notice**

Except in cases of emergency as provided below in this subsection, the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, any new or permanent or temporary change to a County policy, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County, and shall be given the opportunity to meet with the appropriate management representatives prior to adoption.

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

## **2.9 New Employee Orientation**

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

All new employees are encouraged to attend the first new employee benefits orientation following the commencement of their employment. New Employee Benefits Orientation is scheduled for every other [Mondayweek](#), and the Unions will have up to thirty (30) minutes at the [same time as the regular unit orientation](#) ~~end~~ of each session to provide information regarding its organization to its represented employees and members.

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

## **2.10 Employee Roster**

The County shall include extra-help employees on lists which provide information regarding additions and deletions to the Union's bargaining units, as well as which extra-help employees were having Union dues withheld from their pay checks as of the date the roster was prepared.

The County shall supply to the Union on a biweekly electronic and sortable data processing run of the names, classifications, work locations, work, home, and personal cellular telephone numbers on file with the County, personal email addresses on file with the County, and home addresses on file with the County of all employees in the units represented by the Union. For extra-help employees hired sixty (60) days following the adoption of this Agreement, hours listed will include only hours worked in an extra-help, rather than regular, capacity, except for persons who fluctuate between regular and extra-help status during the course of their County employment. The County shall notify the Union of extra-help employees who are on an unpaid status in excess of twenty-eight (28) days.

Such lists shall be supplied without cost to the Union, provided that Union-requested changes to the report will be charged to the Union.

## **2.11 Third Party Notification**

The County acknowledges the Unions' standing information request for notification in the event the County receives a Public Records Act request for bargaining unit contact information. The County will notify the applicable Union of any such requests that are submitted to Human Resources.

## **Section 3. Union Stewards and Official Representatives**

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

### **3.1 Attendance at Meetings**

Extra-help employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay, including reasonable travel time, during attendance at a formal meet and confer session, consultation with management representatives on matters within the scope of representation, or being present at hearings where matters within the scope of representation are being considered, to testify or appear as the designated representative of the Union in settlement conferences, hearing, or other proceedings before PERB, in matters relating to an unfair practice charge, or to testify or appear as the designated representative of the Union in matters before the Civil Service Commission, when the time spent coincides with their pre-scheduled work day/shift. 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 Employee and Labor Relations at least two (2) working days prior to the scheduled meeting whenever possible.

Except by agreement with Employee and Labor Relations, the number of extra-help employees excused for such purposes shall not exceed one (1) per Union.

### **3.2 Successor MOU Negotiations**

Extra-help employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay, including reasonable travel time, during attendance for formal contract negotiations on successor MOU's. The number of extra-help employees excused for such purposes shall not exceed four (4) per Union.

Paid release time for formal negotiations shall not be provided for stewards who are not extra-help to represent extra-help employees, other than (a) a maximum of one regular employee from each Union, and (b) a representative or steward who moves from extra-help to regular status during a given set of negotiations shall continue to be provided paid release time for those negotiations.

If any extra-help employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the Human Resources Director whose decision shall be final.

The Union shall be allowed up to 35 hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests for time shall be made to the extra-help employee's department head at least fourteen (14) days in advance.

Extra-help shop stewards working P.M. shifts shall be provided with two (2) hours of unpaid release time each month to attend Steward Council Meetings, not to exceed four (4) times per year. It is acknowledged that San Mateo Medical Center Administration will attempt to provide such release time, but that each instance must be considered on a case-by-case basis and the County shall not unreasonably deny requests.

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

All approved release time will be coded appropriately on the employee's timecard using pay code ~~010RTE~~. Time spent in meetings with the County on matters listed in Section 3, which occur outside of the employee's regular work schedule, is not compensable. Employees should not code release time for such time when the employee is not scheduled to work.

Paid release time is authorized for the following activities:

- Posting Union Notices in County designated/authorized locations;
- Transmitting communications authorized by the Local Union or its Officers to the County or their representative;
- Attending Labor-Management meetings;
- Meetings with County management concerning the enforcement of any provision of this Agreement or matters within scope of representation;
- Investigating and processing grievances;
- Attending Union meetings.

Paid release time is not authorized to be used for:

- Distributing political information or advocating support for political candidates, ballot initiatives, or other legislation;
- Conducting membership drives or soliciting membership from other County employees or applicants;
- Any activity that is precluded by law or County policy as a conflict of interest, or that may be perceived as a conflict of interest based on the employment of the individual by the County;
- Any political activity, that is prohibited by law or County policy, of public employees during the course and scope of their employment;
- Personal use of County paid release time on non-Union or labor relations matters.

### **3.3 Handling of Grievances**

The Union shall designate a reasonable number of extra-help 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 Director of Human Resources 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.

Extra-help stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other extra-help employees within the same representation unit. Requests for release time shall not be denied unreasonably. Extra-help stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory extra-help employees shall not represent non-supervisory extra-help employees in a grievance procedure where such activity might result in a conflict of interest. If an extra-help steward is relieved from their duties to investigate and process a grievance, other stewards shall not be released for that grievance.

Whenever an extra-help employee is required to meet with a supervisor and the extra-help employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, they shall be entitled to have a steward present if they so request. Only one (1) steward may attend such meetings. It is not the intention of this provision to allow the presence of a steward during the initial discussion(s) of an extra-help employee's performance evaluation.



## Section 4. No Discrimination

There shall be no discrimination because of sex, pregnancy, childbirth, breastfeeding or related medical conditions, race, veteran status, religion (including religious dress), color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender expression), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law or County Ordinance, or legitimate union activities against any extra-help employee (including limited term) or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

## Section 5. Salaries

### 5.1 Salary Ranges

The rates of pay set forth in the Exhibits represent for each classification the standard hourly rate of pay as of ~~May 19, 2019~~ INSERT DATE. Salary adjustments for extra-help shall occur at the time and in the same percentage of general salary and equity adjustments for parallel regular classifications. Salary adjustments for extra-help in classifications for which there is no parallel regular classification shall occur at the time and in the same percentage of the general salary adjustments.

The rates of pay set forth in the Exhibits represent the total compensation due extra-help, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors or by this Memorandum of Understanding.

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

Effective the first full pay period following Unions' ratification and Board of Supervisors' adoption of a successor MOU in 2023, extra help employees in active paid status as of the date of payment will receive a lump sum payment as a non-discretionary incentive to ratify the agreement, prorated using a tiered approach of FTE equivalent for the 22/23 fiscal year, as follows:

- Each employee in active paid status as of the date of payment who has worked between 0.9 FTE and 1.0 FTE will receive a lump sum payment of two thousand dollars (\$2,000)
- Each employee in active paid status as of the date of payment who has worked between 0.5 FTE and 0.89 FTE will receive a lump sum payment of one thousand dollars (\$1,000)
- Each employee in active paid status as of the date of payment who has worked between 0.25 FTE and 0.49 FTE will receive a lump sum payment of five hundred dollars (\$500)

For the purpose of the above proration, 1.0 FTE is equal to 2,080 hours in a fiscal year. The above FTE status will be determined based on actual hours worked in the 22/23 fiscal year. It is the intent of the parties that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, and there will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum payments in accordance with federal and state requirements.

## **5.2 Entrance Salary**

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

## **5.3 Salary Step Increases**

Extra-help employees shall be considered by the appointing authority for advancement to the next higher step in the salary schedule for their respective classes based on hours served in that classification as defined below. All increases shall be effective as described below. Salary range adjustments for a classification will not set a new salary advancement hours balance for extra-help employees serving in that classification.

### **Hours of Service Necessary for Step Increases:**

After completion of one thousand forty (1040) regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the extra-help employee shall be advanced to the next higher step in the salary schedule for the classification. If an extra-help employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of two thousand eighty (2080) regular hours of satisfactory service.

- (1) After the completion of two thousand eighty (2080) regular hours satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the extra-help employee shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- (2) If an extra-help employee completes the one thousand forty (1040) or two thousand eighty (2080) hours in the middle of a pay period, the extra-help employee shall be eligible for an increase as follows:
  - if the merit increase period is completed during the first week of a pay period, the increase will be made effective with the start of the then current pay period.
  - if the merit increase period is completed during the second week of a pay period, the increase will be made effective with the start of the next pay period.
- (4) If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an extra-help employee to the next salary step on the first pay period when eligible, said advancement shall be made retroactive to the first pay period when eligible (i.e. upon completion of required hours of service and recommendation of appointing authority). Within two (2) pay periods of the manager's discovery of the issue, the manager will submit the documents to advance the employee to the next step. This section also applies to fully flexibly staffed promotions in which case the advancement shall be made retroactive to the first pay period when approved by the appointing authority.

## **5.4 Flexibly-Staffed Series**

Upon recommendation of the department head, an extra-help employee hired into the entry level of a flexibly-staffed series may advance to the journey level within that series based on length of service, satisfactory performance, and ability to meet minimum requirements of the higher class.

### **5.5 Salary Step When Salary Range is Revised**

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

### **5.6 Salary Step After Entering a Higher-Paying Extra-Help Classification**

When a currently employed extra-help employee takes an extra-help opportunity in a higher-paying classification without a break in service and at the time is receiving a base salary equal to, or greater than, the minimum base rate for the higher classification, that extra-help employee shall be entitled to the next step in the salary schedule of the higher classification which is at least one step above the rate they have been receiving, except that the next step shall not exceed the maximum salary of the higher classification.

A break in service is defined as twenty-eight (28) consecutive calendar days during which the extra-help employee was not in a pay status, except where the absence from pay status was due to an approved leave of absence or a period during which the extra-help employee would not normally be scheduled to work.

### **5.7 Salary Step After Entering a Lower-Paying Extra-Help Classification**

When a currently employed extra-help employee takes an extra-help opportunity in a lower-paying classification, that extra-help employee's compensation shall be adjusted to the salary prescribed for the lower-paying classification, and the specific rate of pay within the range shall be determined by the Director of Human Resources, whose decision shall be final.

If an extra-help employee is hired into an extra-help classification they previously held, the extra-help employee shall be placed at the same step in that classification which the extra-help employee held last.

### **5.8 Salary Step Defined**

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

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

The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. Extra-help employees shall work such hours and schedules as the Board and the appointing authority shall prescribe.

It is understood that extra-help employees are not entitled to a particular shift or schedule and are subject to daily cancellation. An extra-help employee whose assignment is cancelled shall be provided at least two (2) hours' notice before the beginning of the scheduled shift. Should at least two (2) hours' notice not be provided, the extra-help employee shall be "floated" for a minimum of half of the scheduled shift, based on the needs of the department. Alternatively, the extra-help employee may choose to waive the guaranteed "floating" work hours and its requisite compensation.

Except as provided below, the regular workweek shall consist of forty (40) hours within a seven (7) day workweek which begins Sunday morning at 12:00 a.m. and ends Saturday night at 11:59 p.m.

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

## Section 7. Overtime

### 7.1 Authorization

All compensable overtime must be authorized by the department head or their designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job classification in which the person provides extra-help services, or in a classification for which the extra-help employee is authorized higher pay for work in a higher classification.

### 7.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of 40 hours in the workweek shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the overtime worked. Extra-help employee shall be paid at the overtime rate after having worked forty hours during their normal workweek, which is a fixed and regularly recurring period of seven consecutive twenty-four hour periods.

~~Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act.~~ The smallest increment of working time that may be credited as overtime is six (6) minutes. Portions of six (6) minutes worked at different times shall not be added together for the purpose of crediting overtime. If an employee works three minutes or less of the next tenth, the employee should round down. For example, if an employee whose normal work schedule ends at 5:00 p.m. works until 5:03 p.m., the employee should round down and not report the additional three minutes. An employee who works in excess of three (3) minutes of the next tenth should round up to the next tenth. For example, if an employee whose normal work schedule ends at 5:00 p.m. works until 5:04 p.m., the employee should report an additional tenth of an hour of time worked. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act.

### 7.3 Work Groups

The Director of Human Resources shall allocate all job classifications to the following described work groups for purposes of determining categories of extra-help to be compensated by monetary payment. The decision of the Director of Human Resources shall be final; provided, however, that prior to changing the work group of an existing classification covered by this Memorandum of Understanding the Director of Human Resources shall notify the Union of the contemplated change and if requested, discuss with the Union the reasons for the work group change.

- (1) Work Group 1: All extra-help employees covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Extra-help employees in Work Group 1 shall be compensated for overtime worked by monetary payment only. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.
- (2) Work Group 2: Extra-help employees in Work Group 2 shall not be assigned work beyond forty (40) hours in a workweek.

Note: Work Groups 3 and 4 pertain to employees not covered by this Memorandum of Understanding.

- (3) Work Group 5: Extra-help employees in Work Group 5 are exempted from the Fair Labor Standards Act and shall be compensated for overtime worked by monetary payment only.

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

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

#### **7.4 Out of Town Weekend Work Assignments**

Any extra-help employee who is assigned work that requires them to be out of town overnight on one (1) or more weekend days shall be compensated as follows:

- (1) Fifty dollars (\$50.00) per day for each weekend day (Saturday and/or Sunday) the extra-help employee is out of town; and
- (2) Regular and/or overtime compensation as provided in this section for each hour actually worked during such assignments, subject to the usual pre-approval requirements; and
- (3) Travel time for such assignments shall be compensated at actual time traveled, portal-to-portal. If such travel time results in actual time worked of more than forty (40) hours per week, then such time shall be paid pursuant to the provisions of Overtime set forth in Section 7 of this MOU.

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

#### **8.1 Definition**

Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the extra help employee's base pay in the salary range for their classification. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.

#### **8.2 Applicable Shifts**

Effective no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, for all extra help employees (excluding extra help employees in the classifications of Shelter Care Counselors (Family Care Workers) and Transportation Officers), shift differential will be paid at shift differential rates for all hours worked between 6:00 pm and 6:00 am, excluding those on alternate work schedules, regardless of when shift begins.

Effective no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, for extra help employees in the classifications of Shelter Care Counselors (Family Care Workers) and Transportation Officers who are regularly assigned to work a shift of eight (8) hours or more which starts after 11:59 a.m. and before 1:01 a.m. shall be paid at shift differential rates for all hours worked during such shift.

To be eligible for shift differential, such shifts must be approved by the Department Head or designee. Time worked on a flexible schedule requested by the employee and approved by the supervisor shall not be eligible for shift differential.

#### **8.3 Split Shifts**

A split shift shall be defined as a daily work schedule that is interrupted by non-paid, non-working periods established by the County, other than bonafide rest or meal periods.

Effective no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, extra-help employees who are assigned to, and work, a split shift as defined in this Section shall be paid a minimum

of one (1) hour of pay at the California state minimum wage, in addition to the shift differential described in Section 8.2 where applicable.

For Shelter Care Counselors (Family Care Workers) and Transportation Officers who work a split shift, hours worked before 11:59 am shall not be combined with hours worked after 11:59 am in order to achieve the requisite eight (8) hours for shift differential pay.

Where shift differential is paid, it will only be paid for actual hours worked, not for the additional one (1) hour of pay at the California state minimum wage.

## **Section 9. On-Call Duty**

### **9.1 Assignment of On-Call Work**

Extra-help employees shall not be placed in an on-call status except for hard-to-fill classifications working in units that are required to maintain on-call coverage. In order to approve an extra-help employee to be placed in an on-call status, the Department Head must request written authorization from the Director of Human Resources, and the extra-help employee may not be assigned to an on-call status until written authorization is received.

### **9.2 Applicable Pay Rates**

Extra-help employees who are authorized to be placed in an on-call status, shall be paid the hourly equivalent on-call rate applicable for their classification in the regular service, during the time in which they are required to be in an on-call status. Extra-help employees in an on-call status who are required to physically report to work shall be compensated at the time and one half rate of pay (1 1/2 time) for a minimum of three (3) hours as "call back-pay". Extra-help employees receiving "call-back pay" shall not be entitled to "on-call" pay simultaneously. 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 employees will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek.

## **Section 10. Mileage Reimbursement Policy**

### **10.1 General**

Except where indicated below, the County does not reimburse extra-help for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Director of Human Resources, whose decision shall be final. As soon as practicable after notification is received from the IRS of a change in its allowable mileage rate, the County shall increase its rate to coincide with that set by the IRS.

### **10.2 Definition of Work Location:**

The County facility(ies) or designated area(s) within the County where an extra-help employee reports when commencing their assigned functions. An extra-help employee is entitled to mileage reimbursement under the conditions specified below:

- (1) Once an extra-help employee arrives at their assigned work location, any subsequent work related travel in the extra-help employee's own vehicle shall be eligible for mileage reimbursement.

(2) Travel to Trainings and Conferences

- (a) If an extra-help employee uses their own vehicle for travel to and from any required training program or conference, the extra-help employee shall be entitled to mileage reimbursement for all miles traveled unless the extra-help employee is leaving directly from their residence, in which case the total shall be less the normal mileage to or from the extra-help employee’s assigned work location.
- (b) If an extra-help employee uses their own vehicle for travel to and from any optional work-related training program or conference the extra-help employee may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.

Any exceptions to the above policy may be considered on a case-by-case basis by the Director of Human Resources, whose decision shall be final.

## Section 11. Seasonal Positions - Right to Return

Extra-help employees in the classifications of Park Aide, Pest Detection Specialist, and Election Technician shall have the right to return as extra-help in the same classification the next season, under the following conditions:

- (1) Extra-help opportunities are available;
- (2) The employee has performed satisfactorily;
- (3) The employee has had no interim criminal convictions that are in conflict with the classification; and
- (4) The employee meets the qualifications for the classification.

## Section 12. Holidays

### 12.1 The holidays for the County are:

- (1) January 1 (New Year's Day)
- (2) Third Monday in January (Martin Luther King, Jr's Birthday)
- (3) Third Monday in February (Washington's Birthday)
- (4) Last Monday in May (Memorial Day)
- (5) June 19 (Juneteenth)
- (6) July 4 (Independence Day)
- (7) First Monday in September (Labor Day)
- (8) Second Monday in October (Columbus Day/Indigenous Peoples Day)
- (9) November 11 (Veterans Day)
- (10) Fourth Thursday in November (Thanksgiving Day)
- (11) Friday following Thanksgiving Day

(12)December 25

(Christmas)

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

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

In the event a County department temporarily closes or adopts minimal staffing on Winter Recess Days, an extra help employee may request, and may be assigned, to work if the employee's manager identifies alternate, available work within the employee's classification with appropriate supervision.

[If one of the holidays listed above falls on Sunday, the holiday will be observed on a Monday. In County facilities where there is 24-hour per day coverage, employees in those facilities working such coverage shall observe holidays on the actual day of the holiday.](#)

## **12.2 Holiday Pay**

- (1) Extra-help employees who work on a holiday shall be compensated for such time worked at the rate of one and one-half (1 1/2) times the straight-time rate as provided in the Overtime Section of this MOU for their work group.
- (2) Extra-help employees who work their scheduled day immediately before and after a holiday, but do not work on the holiday itself, shall receive holiday pay at straight time for the holiday in the amount equal to:
  - One-half of the normal hours worked per day by the extra help employee over the preceding two pay periods up to a maximum of four (4) hours holiday pay per holiday, or
  - If hours per day vary, one-half(1/2) of the daily average of normal hours worked over the preceding two pay periods up to a maximum of four (4) hours holiday pay per holiday.
- (3) For non-seasonal, Extra-Help Employees who have worked a minimum of two thousand eighty (2,080) continuous hours of extra-help work with the County without a break in service, and who work their scheduled day immediately before and after a holiday, but do not work on the holiday itself, shall receive holiday pay at straight time for the holiday in the amount equal to:
  - The normal hours worked per day by the extra help employee over the preceding two pay periods up to a maximum of eight (8) hours holiday pay per holiday, or
  - If hours per day vary, the daily average of normal hours worked over the preceding two pay periods up to a maximum of eight (8) hours holiday pay per holiday.

Subsections (2) and (3) do not apply to extra-help employees who work the holiday.

# **Section 13. Promotional Opportunities for Extra Help Applicants**

## **13.1 Eligibility to Apply for County Recruitments**

Extra Help employees with a minimum of one thousand forty (1,040) continuous hours of service, defined as no break in service of greater than twenty-eight (28) consecutive calendar days referenced in Section 5.6, are eligible to apply in recruitments designated as:



- Department Only
- County Promotional Only
- Open and Promotional
- Open

### **13.2 Promotional Points**

For ranking purposes, Extra Help Employees with one thousand forty (1,040) hours of continuous service will receive five (5) promotional points for Open and Promotional recruitments as afforded to regular employees.

### **13.3 Career Opportunities Program**

The purpose of the Career Opportunities Program is to provide current employees with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily understandable, efficient and appropriate to the County's needs. Investing in and utilizing talents of its employees will enhance the performance of the organization.

### **13.4 Career Development Committee**

Effective the first pay period following Board of Supervisors' approval of a successor MOU in 2019, one representative from the SEIU Extra Help unit and one representative from the AFSCME Extra Help unit may participate in the CDP Committee. The CDP Committee will continue meeting on a quarterly basis during the term of this agreement to address training and development activities to enable employees to improve knowledge, skills and abilities in order to achieve promotional and regular employment eligibility. Release Time requested for both Extra Help representatives to attend CDP Committee meetings will be reviewed and approved by Employee & Labor Relations under normal Release Time processes.

### **13.5 Learning Management System (LMS) Training**

An Extra Help employee who has worked at least one thousand forty (1,040) hours of service with the County may participate in the following County LMS Training classes:

- (1) "Nuts and Bolts of Applying for a County Position," and
- (2) "Presenting Yourself Effectively in a Civil Service Interview Process,"

or the successor classes, upon request. Training shall occur on paid County time, subject to the advance approval of the Department manager. An employee may request, and the Department manager or designee may agree, to substitute a different LMS Training class for one or both of the afore-mentioned classes. Upon advance approval of the Department manager or designee, Extra Help employees may attend additional LMS trainings related to the employee's current assignment and/or career development for other County opportunities on paid County time.

## **Section 14. Sick Leave**

### **14.1 Accrual**

Extra-help employees, excluding limited term employees, do not accrue sick leave credits.

Upon working thirty (30) days within one (1) year of beginning employment and on an annual basis thereafter for the period of continued employment, the employer shall grant each employee thirty six (36) hours or the equivalent of three

(3) regularly scheduled shifts of paid sick leave. Subsequent to the date adopted by the Board of Supervisors for the successor MOU, twelve (12) sick leave hours will be loaded into the leave bank for eligible employees.

Unused sick leave shall expire at the end of the fiscal year upon receipt of the new, annual allocation or failure to return to employment.

## **14.2 Usage**

Employees may use accrued sick leave beginning on the ninetieth (90<sup>th</sup>) day of employment.

Employees may use up to thirty-six (36) hours or up to the equivalent of three (3) regularly scheduled shifts of sick leave in a twelve (12) month period, for the following purposes:

- (1) Diagnosis, care, or treatment of an employee's existing health condition of, or preventive care or required medical or dental care or consultation;
- (2) Diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee's immediate family member which includes parent, child, person for whom the employee is a legal guardian, spouse, registered domestic partner, parent-in-law, sibling, step children, grandchildren or grandparents; or
- (3) For an employee who is a victim of domestic violence, sexual assault, or stalking, the purposes described in Labor Code section 230(c) and Labor Code Section 230.1(a) to:
  - (a) Obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or
  - (b) Obtain medical attention or psychological counseling; services from a shelter, program or crisis center; or participate in safety planning or other actions to increase safety.
- (4) The employee's preparation for or attendance at the funeral of a member of the immediate family. For the purpose of preparation for or attendance at a funeral, immediate family also includes son-in-law, daughter-in-law, grandparent-in-law, and sibling-in-law. Use of sick leave for this expanded definition is limited to a maximum of three (3) days if travel is required.

## **14.3 Procedures for Requesting and Approving Sick Leave**

When the requirement for sick leave is known to the employee in advance of their absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances, the employee shall notify their supervisor as promptly as possible by telephone or other means.

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

## **14.4 Accounting for Sick Leave**

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

## **14.5 Separation from and Reinstatement to County employment**

Sick leave shall not be subject to cash out upon separation.

An employee's unused, accrued paid sick leave shall be reinstated at the time of re-hire so long as the employee resumes County employment within one (1) year of their previous separation from County employment.

An employee who is rehired within one (1) year of separation but did not work the requisite ninety (90) days during their previous employment shall be required to work the remaining number of days needed to meet the ninety (90) days of employment before using any reinstated accrued and unused paid sick leave.

## **14.6 Catastrophic Leave**

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2023, extra help employees may be permitted to participate in the catastrophic leave program.

## **Section 15. Vacation ~~Credit Upon Hire Into Regular Service~~**

### **15.1 Vacation Allowance**

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2023, applying only to hours earned prospectively, for every 2,080 hours worked, an extra help employee will be granted twenty-four (24) hours of vacation.

### **15.2. Vacation Schedule**

The time at which employees shall be granted vacation time off shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be given consideration in scheduling vacations and in giving preference as to vacation time. Written requests for vacation shall normally be approved or denied within one (1) calendar month of the appointing authority's receipt of the request, absent special circumstances. Special circumstances may include, but are not limited to, uncertainty regarding sufficient staffing coverage for the requested time off. In the event of special circumstances, within one (1) calendar month of receipt of the written request, the appointing authority shall notify the requesting employee that special circumstances exist.

### **15.3. Vacation Allowance for Separated Employees**

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

### **15.4 Vacation Credit Upon Hire Into Regular Service**

Extra-Help employees, excluding limited term employees, do not accrue vacation credits.

If an extra-help employee is appointed to a regular position, such appointee shall receive credit for their extra-help period of service in computing accumulated vacation (up to a maximum accrual of fifty-two (52) bi-weekly pay periods) and sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight (28) consecutive calendar days in which they were not in a pay status, except where the absence from pay status was due to an approved leave of absence or a period during which the extra-help employee would not normally be scheduled to work.

## **Section 16. Bereavement Leave**

For non-seasonal, Extra-Help Employees who have worked a minimum of two thousand eighty (2,080) continuous hours of extra-help work with the County without a break in service, and Limited Term Employees, the County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parent, spouse, domestic partner,

child (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, mother-in-law, father-in-law, grandparent, grandparent-in-law or grandchild.

## **Section 17. Voluntary Leaves of Absence Without Pay**

### **17.1 General**

Extra-help employees shall not be entitled to leaves of absence without pay as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding. Unless otherwise provided, the granting of a leave of absence without pay also grants to the extra-help employee the right to return to a position in the same classification, or equivalent classification in the same department as they held at the time the leave was granted. The granting of any leave of absence without pay shall be based on the presumption that the extra-help employee intends to return to work upon the expiration of the leave.

### **17.2 Total Period of Leave**

No leave of absence without pay, or combination of leaves of absence without pay, shall exceed the amount of time off allowed under the Family and Medical Leave Act (FMLA)/California Family Rights Act (CFRA), the Pregnancy Disability Leave Law (PDLL), and all other applicable laws, and provided the extra-help employee meets the eligibility criteria as set forth in these laws. Such leave will be granted if it is sufficiently substantiated by a licensed healthcare professional's statement.

### **17.3 Approval and Appeals**

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

### **17.4 Salary Adjustments**

Any authorized absence without pay shall not be included in determining salary adjustment rights, based on the length of extra-help employment.

### **17.5 Absence Without Leave or Refusal of Leave or Failure to Return After Leave**

Failure to report for duty after a leave of absence request has been disapproved, revoked, or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

## **Section 18. Review of Extra Help Assignments**

### **18.1 Assignment Limits**

Employment of Extra Help employees (excluding those in positions designated as "Relief," as defined in Exhibit C of this MOU, and "Limited Term") in an extra help assignment is limited to a maximum of one thousand forty (1,040) hours in a fiscal year, unless a request for an exemption is filed by the department and approved by the County Human Resources Director or designee. On a monthly basis, Human Resources will provide the Unions with a list of approved exemptions. Exemptions are limited to the following circumstances: ongoing temporary absence of a regular employee, ongoing short-term variation in workload, ongoing short-term special project or assignment, ongoing formal pilot program, and temporary filling of a vacant position. ,

## **18.2 Review of Extra Help Positions**

At the Union's request, not to exceed on a semi-annual basis, the Director of Human Resources, or their designee, shall meet with AFSCME and SEIU representatives to discuss the unions' recommendations and justifications for conversion of extra help hours to permanent positions.

Human Resources will communicate the Unions' recommendations and accompanying justifications directly to the operating departments. Nothing precludes the Unions from having a separate meeting with the operating departments to discuss their recommendations. Operating departments will incorporate such recommendations as they deem feasible in preparing their recommended budgets for the fiscal year, within the context of budget constraints. The conversion of extra help hours to regular positions will be made within the context of the available budget.

In addition to the above, the County will provide updates regarding extra help and limited term positions at labor management budget meetings. In the event the County cancels a labor-management budget meeting, the County will email the Union representatives with updated report(s).

## **Section 19. Health Insurance**

### **19.1 General**

In accordance with the Patient Protection and Affordable Care Act (ACA) of 2010, Extra Help employees and their qualified dependents who meet the eligibility criteria outlined below may elect to enroll in the Kaiser High Deductible Health Plan (HDHP) or the Kaiser HMO Plan. Extra Help Employees who elect to enroll in the Kaiser HDHP will automatically be enrolled in a Health Savings Account (HSA) and receive a biweekly Employer contribution of twenty-eight dollars and eighty-four cents (\$28.84) in their HSA (seven hundred fifty dollars (\$750) annual amount).

### **19.2 Eligibility**

#### **19.2.1 Initial Enrollment**

The County will determine ACA eligibility by virtue of the extra-help employees' appointed FTE (Full-Time Equivalent) upon hire or actual hours worked within a measurement period.

#### **Category A (Appointed FTE)**

Extra-help employees who work a Full Time Equivalent (FTE) of 0.75 or more (as defined by the Patient Protection and Affordable Care Act (ACA) of 2010) will be offered coverage effective the first of the following month after hire. Employees who remain in this Category will be included in the County's Standard Measurement Period (October of current year to October of next year) and will be part of the annual open enrollment process.

Extra-Help employees in classifications designated as "relief" and "seasonal" are not eligible for coverage under this category.

#### **Category B (Actual Hours Worked)**

For the purposes of the Patient Protection and Affordable Care Act (ACA) of 2010 the following types of employee classification will be placed in an initial measurement period (IMP) of twelve (12) months from hire date to determine if actual hours worked during this time is an average of thirty (30) hours or more per week:

- **Part-time employee:** the County reasonably expects employee to be employed on average less than thirty (30) hours of service per week during the initial measurement period, based on all facts and circumstances on employee's start date.
- **Seasonal employee:** customary annual employment for the position is six (6) months or less, and that period begins each calendar year in approximately the same part of the year.
- **Variable hour employee:** based on the facts and circumstances on your start date, the County cannot determine whether the employee is reasonably expected to be employed on average of at least thirty (30) hours of service per week during the initial measurement period because the hours will be variable or otherwise uncertain.

Eligibility of extra-help employees in classifications designated as "relief" and "seasonal" will be determined under this category.

Employees who qualify for the Kaiser HDHP or Kaiser HMO Plan under Category B will be offered coverage at the end of their individual IMP. There is a thirty (30) day administrative period and coverage will start the first of the following month after the administrative period. Coverage is effective for twelve (12) months (Stability Period).

### **Ongoing Eligibility**

If individuals drop off payroll, they continue to pay the employee part of the premium. If employees fail to pay the premium they will be terminated from coverage and offered COBRA. Health coverage will be terminated for covered extra-help employees who:

- (1) Terminate employment (benefits terminate at the end of the month of termination).
- (2) Fail to pay their portion of cost

### **19.2.2 Cost Share**

The County's share of the premium will be equal to eighty-five percent (85%) of the cost for employee only coverage. The Employee cost will be any remaining cost of the premium for the coverage tier selected.

Effective January 1, 2020, Extra help employees who meet the eligibility criteria as described under Category A or B may elect to enroll in the Kaiser HDHP or the Kaiser HMO plan for employee only coverage. The County will pay eighty-five percent (85%) of the total premium for employee-only coverage for employees enrolled in the Kaiser HDHP or the Kaiser HMO plan (employees pay 15% of the total premium).

Extra help employees (excluding limited term) who meet the eligibility criteria as described under Category A or B may enroll dependents in the Kaiser HDHP or the Kaiser HMO plan for dependent coverage. The County will contribute eighty-five percent (85%) of the total premium for employee-only coverage and the employees will pay the difference.

### **19.3 Health Benefits for Limited Term Employees**

Sections 19.1 and 19.2 do not apply to Limited Term employees. Health benefits for Extra Help Limited Term Employees is covered in Section 30, Section 5(c).

### **19.4 Optional Basic Short Term Disability Insurance**

Effective January 1, 2020, Extra help employees who are designated as 0.75 FTE or greater may elect to purchase basic short-term disability insurance through the County at the employee's cost.

### **19.5 Vision Care Discount Program**

Extra Help AFSCME & SEIU MOU 2022-2024 FINAL v2

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2023, the County will offer a vision care discount program for extra help employees and their eligible dependents. The County will pay the entire premium for this coverage. Eligibility will be determined once per month.

## **19.6 Wellness Resources**

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2023, extra help employees may access all county wellness resources and programs such as trainings, exercise and nutrition challenges and emotional well-being videos and events.

## **Section 20. Retirement Plan**

**20.1** The County shall continue to enroll eligible extra-help employees in the Part-Time, Seasonal, Temporary Retirement Plan.

**20.2** Each pay period, seven and one-half percent (7.5%), or that amount designated by law, shall be deducted from each extra-help employee's salary and deposited into their Part-Time, Seasonal, Temporary Retirement Plan account in lieu of Social Security.

**20.3** Contributions and investment returns, minus administrative expenses, shall be credited to each extra-help employee's Part-Time, Seasonal, Temporary Retirement Plan account based on their monthly account activity.

**20.4** Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees (extra help employees and limited term 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 they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employee's date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

## **Section 21. Reconsideration Process for Separation due to Performance or Conduct Issues**

Extra-Help Employees (including Limited Term Employees) are at-will employees, but have the right to the Reconsideration Process described in this section. In the event it is determined that the services of an extra-help, seasonal, periodic, or relief employee who has worked at least one thousand three hundred eighty six (1,386) cumulative extra-help hours in a given classification for the County will no longer be utilized due to concerns about their performance and/or conduct, written notice shall be provided to them at least nine (9) calendar days prior to the effective date of separation. This written notice shall include the reason for separation, and the right to union representation. Notice postmarked nine (9) calendar days before the effective date of separation to the extra-help employee's address of record shall be sufficient notice.

The extra-help/seasonal/periodic/relief employee may request reconsideration of such action by submitting a written request including a statement of any facts to substantiate a reversal of the decision to their Department Head or designee. Such request for reconsideration must be received by the Department Head or designee prior to the date of separation.

Should the decision of the Department Head or designee sustain the proposed separation, the union may take the matter to mediation through the Peninsula Conflict Resolution Center. Cost for the mediation will be shared equally among the union and the department. The department representatives at the mediation will be the manager and next level manager. The union's representatives at the mediation are selected by the union. If the mediation does not result in an amicable resolution of the termination, within fourteen (14) calendar days of the close of the mediation, the extra-help/seasonal/periodic/relief employee may appeal the termination to the Director of Human Resources, whose decision shall be final. In the event the reconsideration is not completed prior to the effective date of the separation, the extra-help employee shall be released pending completion of the reconsideration.

This section of the contract shall not apply to extra-help who are released due to any other reason, including but not limited to, lack of work, or the ending of time-specific projects or defined seasonal periods.

## **Section 22. Grievances**

### **22.1 Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

### **22.2 Procedure**

Grievances shall be processed in the following manner:

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

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

#### **(2) Step 2. Director of Human Resources**

Any extra-help employee or any official of the Union may notify the Director of Human Resources in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be filed (as determined by postmark) within twenty-eight (28) calendar days from the date of the employee's knowledge of an alleged grievance. The Director of Human Resources or their designated representative shall have twenty-eight (28) calendar days in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. The period of time to investigate and settle the grievance may be extended by mutual agreement of the parties. No grievance may be processed under paragraph (3) below which has not first been filed and investigated in accordance with this paragraph (2).

#### **(3) Step 3. Adjustment Board and/or Mediation**



If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this Memorandum of Understanding, the Union may advance the grievance to an Adjustment Board by submitting a written request to the Director of Human Resources within twenty-eight (28) calendar days from the date that the grievance is denied at Step 2. The Adjustment Board shall be comprised of two (2) representatives designated by the Union and two (2) representatives designated by the County. Either party may request that one member of the Adjustment Board for the other party not be a County employee. Adjustment boards shall be convened within twenty-eight (28) calendar days from the date such notification is received. A majority decision of the Adjustment Board on all issues, including procedural issues, is final and binding.

If a majority decision is not reached in the Adjustment Board, or, if the Adjustment Board is waived, either party may request Mediation prior to requesting Arbitration by submitting a written request to the Director of Human Resources within fourteen (14) calendar days from the date of the Adjustment Board, or within twenty-eight (28) days from the date the grievance is denied. Mediation will only be held by mutual consent of both parties. The Director of Human Resources shall assign a Mediator.

If mediation does not result in a mutually satisfactory result, the Union may elect to advance the grievance to Arbitration without convening an Adjustment Board by following the procedures described in paragraph (4) below.

#### **(4) Step 4. Arbitration**

If an Adjustment Board is unable to arrive at a majority decision, the Union may advance the grievance to arbitration by submitting a written request to the Director of Human Resources within twenty-eight (28) calendar days after receipt of the Adjustment Board decision. When arbitration is invoked in a timely manner, an impartial arbitrator shall be designated by mutual agreement between the Union and the Director of Human Resources. The arbitrator shall determine the issue according to the laws and case law of the State of California. The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

### **22.3 Scope of Adjustment Board and Arbitration Decisions**

- (1) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.
- (2) No Adjustment Board and no arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 22.1.
- (3) Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of Understanding or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

## **22.4 Compensation Complaints (MOU Complaints Only)**

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

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

## **22.5 No Strike**

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

In the case of a legally declared lawful strike against a private sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an extra-help employee who is in danger of physical harm shall not be required to cross the picket line, provided the extra-help employee advises their supervisor prior to leaving the picketed location, and provided further that an extra-help employee may be required to cross a picket line where the performance of their duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

## **22.6 County Charter and Civil Service Commission**

- (1) The provisions of this Section shall not abridge any rights to which an extra-help employee may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter may be within the sole province and discretion of the Civil Service Commission.
- (2) All grievances of extra-help employees in representation units represented by the Union shall be processed under this Section. If the County Charter requires that a differing option be available to the extra-help employee, no action under paragraph (2) of subsection 22.2 above shall be taken unless it is determined that the extra-help employee is not availing himself/herself of such option.
- (3) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the County Manager and the Director of Human Resources will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

## **Section 23. Loss of Compensation (Non-MOU Complaints)**

If an extra-help employee covered by this Memorandum of Understanding suffers loss of compensation due to the inequitable application of rules, regulations, policies and procedures and where said loss of compensation is not subject to the grievance procedure specified in Section 21 of this Memorandum of Understanding, and where said loss of

compensation is not a complaint of discrimination, harassment or retaliation based on a protected class, the extra-help employee shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the extra-help employee or the extra-help employee's Union representative may submit the complaint in writing to the Employee Relations Officer with a copy to the County Manager. If this matter is not resolved by the Employee Relations Officer within thirty (30) working days from the date of receipt of the complaint, the extra-help employee or the Union representative shall advise the Director of Human Resources in writing that the matter has not been resolved and the Director of Human Resources shall render a decision within fifteen (15) working days of receipt of this notification, whose decision shall be final. The County recognizes that other extra-help employee problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

## **Section 24. Personnel Files**

### **24.1 Employee Review**

Each extra-help employee shall have the right to inspect and review any official record relating to their performance or to a grievance concerning the employee that is kept or maintained by the County in the Human Resources Department. The contents of such records shall be made available to the extra-help employee for inspection and review at reasonable intervals during the regular business hours of the County Human Resources Department. The extra-help employee's designated representative may also review the personnel file with specific written authorization from the extra-help employee.

### **24.2 Employee Response**

The County shall provide an opportunity for the extra-help employee to respond in writing, or personal interview, to any information about which they disagree. Such response shall become a permanent part of the extra-help employee's personnel record. The extra-help employee shall be responsible for providing the written responses to be included as part of their personnel record.

### **24.3 Request to Seal Records**

Employees may request in writing to the Department Head with a copy to the Human Resources Director that letters of reprimand which are two (2) or more years old be sealed and kept separate from the employee's personnel files. Said letters of reprimand shall be sealed and removed provided the following conditions are met:

1. The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction, in which case the prior letter of reprimand will remain in the employee's personnel file until the most current related letter of reprimand or record of disciplinary action is two (2) years old.
2. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Department Head.

## **Section 25. Training**

Departments will, at their sole discretion, provide training opportunities to extra-help employees and pay them at straight time for their attendance, unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act.

## **Section 26. Contracting/Subcontracting**

The County will notify the applicable Union of its intent to contract or subcontract work customarily performed by members of the AFSCME or SEIU Extra-help bargaining units where such contracting or subcontracting to non-County entities would result in loss or potential loss through attrition or release of such bargaining unit members. The County will make such notification at least sixty (60) calendar days in advance of such action. The notice shall include an explanation of the County's reason for the contracting/subcontracting out. The Union shall be given the opportunity to meet and confer with the County on the effect of such contracting out upon its members, and shall have thirty (30) calendar days from the date of such notification to propose effective and economical alternative ways in which such services could continue to be provided by usage of extra-help hours. Upon request from the Union(s), the County will provide a list by department of all contract workers or vendors who are contracted by the County and perform work covered by this bargaining unit. The County will make a reasonable effort to identify the names of the vendors on the list and the nature of the work provided by each vendor.

## **Section 27. Separability of Provisions**

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

## **Section 28. Past Practices and Scope of Agreement**

It is understood this Agreement represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Agreement supersedes all previous memoranda of understanding, memoranda of agreement and written or unwritten past practices pertaining to wages, hours and conditions of employment between the County and its Departments and the Union except as specifically referred to in this Agreement.

The parties, for the term of this Agreement, agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Agreement even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Agreement was negotiated and signed. Where a past practice also applies to regular staff in the same department or classification, if the County proposes to change or discontinue such past practice with regard to extra-help employees, the County shall give advance notice to the Union and meet to discuss the issue.

In the event any new practice, subject or matter arises during the term of this Agreement and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request.

## **Section 29. Term of Agreement**

This Memorandum of Understanding shall be presented by the Unions to represented extra-help employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the Board of Supervisors as the joint recommendations of the undersigned commencing ~~October 22, 2019~~ [January 23, 2022](#) through ~~January 22, 2022~~ [October 5, 2024](#).

## Section 30. Limited Term Employees

- (1) The County will designate a separate group of Extra Help employees in the AFSCME/ SEIU Extra Help bargaining unit, entitled Limited Term Employees, consisting solely of limited term employees.
- (2) The County will use Limited Term Employees only in the following circumstances, at the County's discretion, for assignments not to exceed three (3) years). (Note: the terms "temporary" and "short term" below shall be defined as not to exceed three (3) years) for the purpose of Limited Term Employees.)
  - (a) Temporary absence of incumbent (such absences include those resulting from Family Medical Leave, pregnancy disability, or industrial injury);
  - (b) Short-term variations in workload, substantiated by a written summary of how the term position will address such variations, and methods for evaluating the outcome(s);
  - (c) Short-term special projects or assignments, substantiated by a written summary of the project or assignment, including start and end date and all related timelines, expected deliverable(s) or outcome(s), and a method for evaluating outcomes;
  - (d) Formal pilot programs, substantiated by a written summary of the pilot program, including start and end date and all related timelines, expected deliverable(s) or outcome(s), and a method for evaluating outcomes;
  - (e) Temporary staffing to backfill for a regular employee's assignment to a special project or working out of class;
  - (f) Temporary filling of vacant positions due to business reason (for example, backfilling for coverage during recruitment, delay in filling a regular position due to ongoing reclassification study, or risk of position elimination) substantiated by a written description of the delay or risk and related timelines;
  - (g) Intermittent work, substantiated by a written description of what makes the work irregular, along with a method for evaluating when the intermittent work will begin and end;
  - (h) Temporary staffing prior to implementation of organizational changes, substantiated by a written summary of the expected outcomes;
  - (i) Temporary staffing prior to implementation of technological changes (e.g. computer programmers), substantiated by a written summary of the expected outcomes; and
  - (j) Work that has been traditionally outsourced, substantiated by production of prior contracts, upon request from the Union(s).

Use of limited term employees in circumstances other than those listed in this section (a-k) except by mutual agreement, shall be subject to the grievance procedure.

- (3) To the extent Limited Term Employees are hired to facilitate work on planned projects, Departments are encouraged to, and the County may exercise its discretion to, assign such project work to Regular Employees while the Limited Term Employees backfill Regular Employee job duties.

(4) The parties agree that the following classifications are examples of appropriate usage of Limited Term positions, subject to the criteria listed in number 2 (a-j) of this section:

- Human Services Agency: Overpayment Unit – Benefit Analyst I/II/III
- Department of Public Works: Construction Services Unit – Capital Project Managers
- Project Development Unit: Capital Project Managers
- Information Services Department/Controllers/HR: Workday (HRIS) Project – Asst/Advisory/Systems/Senior Systems Engineers, Department System Analyst

(5) The following terms and conditions of employment will apply solely to Extra-Help Limited Term employees:

(a) Positions will be a Limited term as defined by the County, not to exceed three (3) years. The limited term is not a guarantee of employment for any specified period of time, but instead sets a maximum period of employment in the position.

(b) Upon termination or release from employment prior to the end of the limited term assignment, qualifying Limited Term Employees have the right to the Reconsideration Process described in Section 21 of the MOU.

(c) Compensation will consist of the following:

- i. Hourly wage, at the same rate of pay as Regular Employees who are in the same classification
- ii. Paid Time Off - holiday, vacation and sick leave at the same rate as Regular Employees with the same tenure
- iii. Health Benefits - the same as Regular Employees
- iv. 401(a) plan.
  1. Employer contribution of two percent (2%) in the first year of term employment, three percent (3%) in second year of term employment, and four percent (4%) in the third year of term employment
  2. Additional employer matching contribution based on the level of employee contribution, up to an additional three percent (3%).
  3. Employer contributions fully vest at the end of the third year of employment. (One-third (1/3) of the County's entire contribution (automatic contribution and matching contribution combined) will vest at the end of each year of service.) Employer contributions that have not vested upon employee separation shall be forfeited. [Effective the first full pay period following the Board of Supervisors' approval of a successor MOU in 2022/23, employer contributions will vest as follows:](#)

One-third (1/3) of the County's entire contribution (automatic contribution and matching contribution combined) will vest at the end of the first year of consecutive, limited term employment;

An additional one-third (1/3) of the County's entire contribution (automatic contribution and matching contribution combined) will vest at the end of the second year of consecutive, limited term employment;

An additional one-third (1/3) of the County's entire contribution (automatic contribution and matching contribution combined) (100% of the County's entire contribution) will vest after two and one-half (2.5) years of consecutive, limited term employment.

- (d) Limited Term employees will not be eligible for retiree health benefits or SAMCERA defined benefit pension.
- (6) On a monthly basis, the County shall provide the Unions with an electronic copy of a list of approved requisitions for Limited Term positions, along with the circumstances supporting use of a Limited Term position, and a list of any approved extensions, in accordance with subsection 2 of this Section 30 regarding Limited Term Employees.
- (7) The parties shall meet on a semi-annual basis to discuss issues related to the Limited Term Employee Program. Every other meeting will be concurrent with the annual meeting referenced in Section 16 of this MOU.
- (8) Active recruitment for a Limited Term position shall begin no later than six (6) months following the original approval of the position, or following an incumbent's vacancy of the term position. If active recruitment does not begin in the aforementioned time limit, the County shall close the position.

## **Section 31. Bilingual Pay**

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

An employee may submit a request for bilingual pay to their Department Head or designee. Upon receipt of an employee request for bilingual pay, the Department Head or designee shall approve or deny the request within thirty (30) calendar days. If the Department Head or designee does not respond within thirty (30) calendar days, the employee may submit the request to the Human Resources Director or designee, who will approve or deny the request within thirty (30) calendar days. Within one (1) week of approval, the County shall contact the bilingual examiner and offer the employee appointment dates and times for the bilingual examination.

Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Human Resources may approve retroactivity for bilingual pay on a case-by-case basis.

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

If an employee who has not been designated/approved for bilingual pay is required by the Department to perform bilingual services, the employee may report this issue to Employee & Labor Relations, who will investigate the matter within thirty (30) calendar days.

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

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

## **Section 32. Performance Evaluation**

Upon request from an Extra-Help employee, and the employee's completion of at least one thousand forty (1,040) cumulative extra-help hours of service within the same assignment, the County shall provide a performance evaluation to the employee. This section shall not be subject to the grievance procedure in this MOU. This section shall not apply for departments participating in the County's Performance [Pilot and Development Program](#).

## **Section 33. Pay for Work-Out-Of-Classification**

Extra-help and limited term employees will have opportunity to apply for working-out-of-class opportunities. When feasible, the County will offer work-out-of-class assignments to interested permanent employees who meet the minimum qualifications of the position prior to offering such assignments to extra-help employees. If offered, it is the employee's responsibility to inform management of their interest in work-out-of-class assignments. Departments will solicit interest in such assignments via bulletin board posting, internal memo, and/or email within the department or division as the department deems appropriate. The intent of this section is to provide additional career development opportunities to extra-help and limited term County employees when such assignments do not cause unreasonable disruptions to the work environment or work production.

When feasible, the County will offer to rotate interested employees in previously identified long-term (more than twenty (20) days) work-out-of-class assignments, and the County will notify the Union when this occurs. The intent of this section is to provide additional career development opportunities to permanent County employees when such assignments do not cause unreasonable disruptions to work environment or work production.

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if they have worked in such classification for five (5) consecutive workdays (or four (4) consecutive workdays for employees on a four (4) day workweek, or where due to a County holiday, the workweek is only four (4) days), they shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.6 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent, or the assignment is caused by a special project or need;



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

The County shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

Made and entered into this 25<sup>th</sup> day of ~~September~~ 2019;

American Federation of State, County, & Municipal Employees, Local 829, AFL-CIO



~~John Tucker~~ Rod Palmquist, Representative

Service Employees International Union, Local 521



~~Sandra Floyd~~ Kiernan Colby, Representative

**County Management**

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

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

\_\_\_\_\_  
Michelle Kuka  
Employee & Labor Relations Manager

\_\_\_\_\_  
Liz Caserza  
Employee & Labor Relations Analyst

Bargaining Unit  
And  
Occupational Exhibits  
and  
Wage Rates

# EXHIBIT A. AFSCME Extra-Help Unit

## Equipment and Uniforms:

- (1) Culinary Knives: The County shall provide knives for those extra-help culinary personnel required to use them in the course of their work.
- (2) Food Service Uniforms/ Lab Coats: The County shall provide appropriate uniforms for extra-help employees in the Food Services Divisions who are required to wear a uniform. In accordance with this provision, Lab Coats will be made available to all extra-help Food Services Supervisors.
- (3) Park Aide Uniforms and Safety Shoe Allowance: The Parks Department shall annually provide the following clothing items to all Park Aides:
  - Three (3) pairs of Ben Davis green jean pants
  - Three (3) Parks short or long [sleeve t-shirts](#)
  - One (1) Parks baseball cap
  - One (1) black basket weave belt with brass buckle
  - One (1) Loden green sweatshirt with Department logo

If a Park Aide works less than one hundred sixty (160) hours, these items belong to the County and are issued on loan during the time the individual works for the Parks Department. They shall be required to return all of the above clothing items to the Parks Department upon separation from service. After working one hundred sixty (160) hours, these items become the property of the Park Aide.

The Parks Department shall make available the following clothing items to all Park Aides:

- ~~sleeve t-shirts~~
- ~~One (1) Parks baseball cap~~
- ~~One (1) black basket weave belt with brass buckle~~
- ~~One (1) Loden green sweatshirt with Department logo~~
- One (1) Flying Cross Deluxe Tropical Khaki long or short sleeve shirt with badge tab and shoulder straps with shoulder patches
- One (1) Carhartt J43 quilt lined green jacket with shoulder patches

Regardless of the hours worked, these items belong to the County and are issued on loan during the time the individual works for the Parks Department. A Park Aide must return these additional clothing items in clean condition to the Parks Department upon separation of service.

In addition, the Parks Department will provide a one-time seventy-five dollar (\$75.00) allowance along with the above uniform items for the purchase of:

- One (1) pair of black or brown safety toe boots/shoes that meet Title 8, Code of California Regulations 3385, Foot Protection and have such compliance tag sewn into the footwear.

[Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022/23, the boot allowance will be increased to one hundred dollars \(\\$100\).](#)

A subsequent seventy-five dollar (\$75.00) allowance will be given for replacement of safety footwear upon request after each additional one thousand forty (1,040) hours worked. [Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022/23, the subsequent boot allowance will be increased to one hundred dollars \(\\$100\).](#)

It is understood by both parties that these uniform items are acceptable for all Park Aides to wear during their assignments, including working in the Gatehouse. It is the responsibility of Park Aides to keep the uniform items clean and in good repair. The Parks Department may change the uniform item specifications if Department need or item availability changes

The County and the Union will discuss provision of coveralls at the Labor-Management meeting.

- (4) Utility Workers Coveralls: Coveralls will be provided for extra-help Utility Workers in the Sheriff's Office by the County at no cost to the extra-help employee.
- (5) Custodian Uniforms: The County shall provide uniforms to extra-help employees in the Custodian classification who work for the Public Works Department.
- (6) Jackets: The County shall supply jackets to extra-help employees in the classifications of Custodians and Utility Workers in the Building Services section of the Public Works Department 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 extra-help employee leaves County services or assume duties not requiring travel. Extra-help employees are responsible for maintaining their jackets in a neat and clean manner.
- (7) Safety Shoe Allowance: Extra-help employees in the following classifications within the Department of Public Works are required to wear safety shoes during all work hours, and shall receive an allowance of one hundred seventy-five dollars (\$175.00) in late May/early June of each year for the purchase of safety shoes that meet policy requirements from the Department's footwear vendor:
  - Automotive Mechanic/Trainee
  - Automotive Service Supervisor
  - Automotive Service Worker I/II/III
  - Boiler Watch Engineer
  - Gardener
  - Lead Gardener
  - Stationary Engineer I/II, and
  - Utility Worker I/II who work (a) at the Motor Pool; (b) with the Stationary Engineers/Boiler Watch Engineers; (c) with the Facilities Crafts workers; (d) in the Construction Services section, Tower Road; (e) in the Roads Landscape unit; (f) with the Equipment Mechanics at the Grant Yard.

### **Special Pay Provisions:**

- (8) Heavy Vehicle Differential: Extra-help employees in the Motor Pool Division of Public Works who are 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.

- (9) Minimum Call Back: 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 by Section 9.2 of this MOU.

- (10) Advanced Patient Care Differential: Extra-help 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 six and two-tenths percent (6.2%) in addition to all other compensation.
- (11) Adult Protective Services Differential: Extra-help professional staff in Aging & Adult Services who are in the classifications of Deputy Public Guardian Conservator I/II/III and Social Worker I/II/III designated by the department head to provide adult protective services work shall receive a five percent (5%) differential in addition to all other compensation.
- (12) Clinic Option LVN Differential: Extra-help Licensed Vocational Nurses employed in the Clinic Option shall receive compensation in the amount of one step (5.74%) in addition to all other compensation.
- (13) Night Shift Differential: Effective no later than two (2) months following Board of Supervisors' adoption of a successor MOU, employees in job classifications in the Health Unit who are regularly assigned by a supervisor to work the night shift, as defined by the County, at the San Mateo County Medical Center shall be paid shift differential rate of twelve percent (12%) for all hours worked during such shift. This is in lieu of shift differential provided under Section 8 (entitled "Shift Differential") of the MOU between the parties.

To be eligible for shift differential, such shifts must be approved by the Department Head or designee. Time worked on a flexible schedule requested by the employee and approved by the supervisor shall not be eligible for shift differential.

- (14) Mammography/Fluoroscopy Certification Differential: Effective the first full pay period following Board of Supervisors' approval of the successor MOU, the County agrees to pay a ten percent (10%) differential for Radiologic Technicians I, II and III who maintain and utilize current Mammography and Fluoroscopy certifications.
- (15) Specialty Certification Differentials: The County agrees to a one step (5.74%) differential for the following specialty certifications. Employees shall be eligible for a maximum of one (1) specialty certification differential at one time.
- (a) Physical Therapy: Geriatrics, Neurology, Orthopedics, Women's Health, Certified Hand Therapist, Pediatrics
  - (b) Occupational Therapy: Gerontology, Physical Rehabilitation, Certified Hand Therapist, Pediatrics
  - (c) Speech Therapy: Swallowing and swallowing disorders

- (16) Cross-Trained Dispatcher Premium Pay: 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. Effective the first full pay period following Board of Supervisors approval of the 2019 MOU, Cross-Trained Communication Dispatcher premium pay shall be increased to ten percent (10%). 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.

(17) Dispatcher Differential: Effective the first full pay period following Board of Supervisors' approval of the 2019 MOU between the County and the Union, Communication Dispatchers shall receive a ten (10%) differential pay.

(18) Public Safety Dispatcher POST Incentive:

(a) Effective within one hundred twenty (120) days following Board of Supervisors' approval of the 2019 MOU, Communications Dispatchers who obtain a California Commission on Peace Officer Standards and Training (POST) Public Safety Dispatchers' Intermediate Certificate shall receive incentive pay equal to two percent (2%) of base salary.

(b) Effective within one hundred twenty (120) days following Board of Supervisors' approval of the 2019 MOU, Communications Dispatchers who obtain a POST Public Safety Dispatchers' Advanced Certificate shall receive incentive pay equal to an additional three and one-half percent (3.5%) of base salary.

(19) Communications Training Officer (CTO) Differential: Dispatchers who are assigned in writing to serve as CTO will receive an 11.48% differential only for time spent training.

~~(20)~~ Acting Supervisor Differential: Dispatchers assigned in writing to serve as acting supervisor for a shift will receive an eight percent (8%) differential only for the time worked as acting supervisor. Opportunity to serve as acting supervisor will be given to Regular employees prior to appointing an Extra Help Dispatcher.

(21) Cross-Trained Medical Laboratory Technicians Shift Differential: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022/23, Cross-trained Medical Laboratory Technicians who are regularly assigned to and work on the evening or night shift shall receive an extra two and one-half percent (2.5%) base pay for being cross-trained in two areas of specialization. Cross-trained Medical Laboratory Technicians shall receive an extra five percent (5%) base pay for being cross-trained in three (3) or more areas of specialization.

(22) Cross Trained Clinical Lab Scientists Shift Differential: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022/23, Cross-trained Clinical Laboratory Scientists who are regularly assigned to and work on the evening or night shift shall receive an extra two and one-half percent (2.5%) for being cross-trained in two areas of specialization. Cross-trained Clinical Laboratory Scientists shall receive an extra five percent (5%) for being cross-trained in three (3) or more areas of specialization.

*Note: Old Wage Tables Removed*







## **EXHIBIT B. SEIU - Extra-Help Unit**

- (1) Advance Payments for Extra-Help Auditor-Appraiser Travel. For out of town overnight assignments for a period greater than one week, extra-help Auditor-Appraisers will be allowed up to two thousand (\$2,000.00) dollars as an advance on expenses.
- (2) Operational/Management Audit Differential. Extra-help Senior Internal Auditors in the Controller's Office who are assigned to conduct operational/management audits shall receive a ten percent (10%) differential for all hours worked in said assignment.

*Note: Old Wage Tables Removed*



# EXHIBIT C. Definitions

## I. Extra-help

### Usage:

- Temporary absence of a regular employee
- Short-term variation in workload
- Short-term special project/assignment/pilot program
- Temporary filling of a vacant position

### Eligible Classifications:

Classifications represented by AFSCME and SEIU, other than seasonal/periodic and relief.

### Compensation:

Hourly wage, at the same rate of pay as regular employees who are in the same classification

### Health Benefits:

Eligible under the criteria listed in Section 19 Health Insurance

### Hours Limitations:

Cannot work more than 1,040 hours in a fiscal year, unless an exemption is filed by the department and approved by the County Manager's Office

## II. Seasonal/Periodic

### Usage:

Operational need for increased staffing is on a predictable seasonal or periodic basis

### Eligible Classifications:

- Seasonal – Park Aide and Pest Detection Specialist
- Periodic – Election Technician

### Compensation:

Hourly wage. For all but the Park Aide classification, the wage is at the same rate of pay as regular employees who are in the same classification

### Health Benefits:

Eligible under the criteria listed in Section 19, Health Insurance

### Hours Limitations:

Cannot work more than 1,040 hours in a fiscal year, unless an exemption is filed by the department and approved by the County Manager's Office

## III. Relief

### Usage:

Where there is an ongoing need, based on health/safety requirements in certain 24/7 County operations, for an ongoing relief pool of skilled professionals who work on a per diem basis.

**Eligible Classifications:**

- Clinical Laboratory Scientist I/II
- Communications Dispatcher I/II
- Electrograph Technician I/II
- Imaging Specialist
- Laboratory Assistant I/II
- Licensed Psychiatric Technician
- Licensed Vocational Nurse
- Medical Records Coder I/II
- Medical Records Technician I/II
- Operating Room Technician
- Pharmacist
- Radiologic Technologist I/II/III
- Residential Counselor I/II
- Respiratory Therapist I/II/III
- Shelter Care Counselor I/II

**Compensation:**

The hourly wage for relief classifications is 5% above the rate for regular employees in the same classification.

**Health Benefits:**

Relief employees are not covered by Section 17, Hospitalization and Medical Care.

**Hours Limitations:**

Relief employees are not limited to working 1,040 hours per fiscal year.

**IV. Limited Term****Usage:****Circumstances listed in Section 30 (Limited Term Employees) of this MOU.****Eligible Classifications:**

Classifications represented by AFSCME and SEIU.

**Compensation:**

Eligible for the same base rate of pay as regular employees in the same classification.

Eligible for holiday, vacation and sick leave at the same rate as regular employees with the same tenure.

Eligible for monetary payment or by compensatory time off for overtime based upon the applicable Work Groups as regular employees.

Eligible for County contributions to a 401(a) plan in accordance with Section 30 (Limited Term Employees) this MOU.

**Health Benefits:**

Eligible for health benefits and coverage as provided to regular employees in the same classification.

**Hours Limitations:**

As defined by the County, not to exceed three (3) years.

**SIDE LETTER AGREEMENT**  
**Between County of San Mateo and**  
**AFSCME Local 859 and Service Employees International Union Local 521**  
**Re: Anti-Bullying Policy**

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and the American Federation of State, County and Municipal Employees (AFSCME) Local 859 the Service Employees International Union (SEIU) Local 521 (“Unions”).

This letter is effective immediately upon approval of a 2018 successor MOU by the San Mateo County Board of Supervisors and shall expire upon the County’s adoption of a County-wide Anti-Bullying Policy. By this side letter, the parties agree as follows:

The County proposes to adopt the following new County-wide policy. The County will present the proposed policy to all labor organizations and will offer the opportunity meet and confer as provided by law through a joint process involving all participating labor organizations. Until such time the County adopts a County-wide, Anti-Bullying policy, the following terms shall be in effect for employees represented by the Unions:

**Anti-Bullying Policy**

The County of San Mateo considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is the policy of the County that all employees should be able to work in an environment free of bullying.

It is the County’s expectation that all communication and interaction between County workers will, at all times be professional, courteous and respectful.

Workplace bullying is behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, clients or members of the public.

Examples of bullying include, but are not limited to;

- Profane or disrespectful language
- Hostile and rude behavior and speech directed at a co-worker
- Derogatory remarks or comments about a co-worker’s appearance or job performance, angry outbursts or yelling
- Name calling
- Throwing anything at or toward a co-worker
- Retaliation against any person who has reported disruptive behavior

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified to address and prevent future instances.

The County has processes and investigative procedures to deal with workplace bullying. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially (within limits) and impartially. All employees are encouraged to report workplace bullying. Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited.



Employees who feel they are being bullied should report any such activity to their supervisor immediately. If the employee is not comfortable reporting the activity to their supervisor, or the supervisor is the subject of the complaint, the employee should report the conduct to their manager.

If the issue is not resolved at this level, the employee may submit a written statement to the next level manager or to the EEO or Employee Relations Divisions of Human Resources who will oversee an investigation of the allegation. The written statement should include factual information of recent event(s) including name of employee raising the complaint, dates, times, witnesses (if any) location and the circumstances of the event. Human Resources may not be able to investigate allegations that are more than twelve (12) months old, or those which do not contain the name(s) of the reporting party, or sufficient specifics to be properly investigated. Human Resources may contact the reporting party for additional information if necessary and will work with departments to investigate and resolve complaints.

Disciplinary action, up to and including dismissal from County service, may be taken against anyone who bullies a co-worker or retaliates against an employee that has reported workplace bullying.

**San Mateo County:**

\_\_\_\_\_  
(Signature / Printed Name)

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

**SEIU Local 521:**

Kiernan Colby  
(Signature / Printed Name)

Dated: 5/25/23

**AFSCME:**

WILL PALMQUIST ROD PALMQUIST  
(Signature / Printed Name)

Dated: 05/24/2023

October 22, 2019

John Tucker, Business Agent  
AFSCME Local 829  
80 Swan Way, Suite 110  
Oakland, CA 94621

Sandra Floyd, Internal Organizer  
SEIU Local 521  
2302 Zanker Rd.  
San Jose, CA 95131

Dear Mr. Tucker and Ms. Floyd,

The County of San Mateo commits to utilizing the “Open and Promotional” recruitment designation where applicable, and on a frequent and continual basis, in order to encourage promotional opportunities to County employees.

For the purpose of the Extra Help Bargaining Unit, “Open” recruitments shall be limited to Extra Help positions (not including represented Limited Term positions) and recruitments where it is in the County’s best interest to conduct an “Open” recruitment as determined solely by the County Human Resources Director.

Sincerely,

Rocio Kiryczun  
Director of Human Resources

