

County of San Mateo/Negotiations with San Mateo County Council of Engineers (SMCCE)
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Tentative Agreement

January 30, 2025

1. Compensation. Increase salaries as follows:

COLA:

- First full pay period following ratification/BOS approval (no retro) – 5%
- 2/15/26 - 5%
- 2/14/27 – 4%. The February 2027 cost of living adjustment shall be increased by an additional one percent (1%), for a total cost of living adjustment of five percent (5%) under the following circumstances:
 - Not later than February 1, 2027, the State Legislature enacts and the Governor signs legislation to ensure that San Mateo County receives its full Vehicle License Fee Adjustment Amount under Revenue & Taxation Code 97.70, as calculated under the laws in existence as of the date of this MOU on an ongoing basis (i.e., without any sunset provision), and
 - Neither the VLF bill nor any companion legislation contains any offsets, reductions or limits to other County funding sources (e.g., a reduction in excess or returned Educational Revenue Augmentation Fund amounts).

2. Bilingual Pay. Increase from \$70 to \$90. (Section 11)

Add: retroactive only where availability of an examiner delayed examination

3. Holidays. (Section 14.2)

- Add Cesar Chavez holiday.
- Add two wellness days - use language from AFSCME and SEIU Agreements
- Continue winter recess language for the term of this new MOU, December 2025, December 2026, December 2027.

4. Sick Leave. Delete “if travel required” from 16.2(4)

5. Health & Welfare (18.1):

The County and covered employees share in the cost of health care premiums. For full-time employees enrolled in County-offered health insurance plans, the County will pay eighty-five percent (85%) of the total premium for the Kaiser HMO, ~~Blue Shield HMO,~~ or Kaiser High Deductible Health Plans (employees pay fifteen percent (15%) of the total premium), and the County pays ninety percent (90%) of the total premium for the Aetna HMO Plan (employees pay ten percent (10%) of the total premium). The County will pay 75% of the total premium for the Aetna POS Plan (employees pay 25% of the total premium).

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For full-time employees enrolled in a County-offered High Deductible Health Plan, the County will contribute fifty percent (50%) of the deductible to the employee's Health Savings Account over the course of the calendar year. Contributions will occur biweekly.

Add the following:

18.1.1 In an effort to offset the employee cost for healthcare costs, effective the first full pay period following February 20, 2026, until the first pay period following February 20, 2028, the County will contribute \$59 per month (\$29.50 each for the first 2 pay periods of each month) (the equivalent of 0.5% of pay Countywide) as a "Premium Only" contribution to each benefit-eligible employee's Section 125 account to be used for premium expenses.

- 6. Retirement Health.** If requested by SMCCE three (3) months prior to the expiration of this contract, the County will work to prepare an actuarial in advance of negotiations for a successor MOU based on the retiree health model applicable to the AFSCME unit.

Additional County Proposals to SMCCE

- 7. 2.5. Communications with Employees** The Council shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. This bulletin board space will be the exclusive venue for physical posting of union materials. Union materials, as with any non-work-related materials, are not allowed in other areas, such as on walls or outside cubicles. Employees can post union-related materials in their workspace, including on their desk and inner walls of their cubicles, providing they do not contain offensive language. The Council may distribute materials to employees within the unit it represents through County mail distribution channels if approved by the Director of Human Resources. This privilege may be revoked in the event of abuse after the Director of Human Resources consults with representatives of the Council. Any representative of the Council shall give notice to the department head or designated representative at least twenty-four (24) hours in advance of contacting departmental employees during and employee's duty, 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-arrangements for routine contact may be made by agreement between the Council and the department head and once made shall continue until revoked.

8. Section 9. Application of Differentials

Shift differential pay, for the purpose of this Section, shall be defined as pay at a rate that is eight percent (8%) above the employee's base pay. Base pay for the purpose of calculating shift differential shall be the employee's base pay, including premium pay for being registered as a Civil Engineer or Land Surveyor.

Employees are not eligible for shift differential when they are out on sick leave. Effective March 1, 2015, all grandfathering and special agreements related to shift differential are eliminated.

Full-Time Employees who are assigned to work a full day, a portion or all of which is between 6 p.m. and 6 a.m. shall be paid at a shift differential rate for all hours worked between 6 p.m. and 6 a.m. during such a shift, up to forty (40) hours per week.

Full-Time Employees who work between the hours of 5 p.m. and 8 a.m. which said time is calculated as overtime hours, shall not be paid shift differential pay for said hours.

Full-Time Employees shall not be paid shift differential pay if the hours of work have been adjusted at the request of or for the convenience of the employee (i.e. such as a four-ten (4/10), nine/eighty (9/80), or other variable time schedule).

Differentials are not included when an employee elects to be compensated for overtime by compensatory time (i.e., compensatory time is paid at the employee's rate of pay when the time is used, not at the rate at which it was earned).

9. 17.10. Bereavement Leave

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, mother-in-law, father-in-law, grandparents, grandparent-in-law, or grandchildren.

In addition, employees may utilize accrued sick leave pursuant to Section 16.2

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

Bereavement leave does not need to be taken consecutively and must be completed within three (3) months of the day of death of the family member.

10. Section 13. Severance Pay

13.1. Application

In the event that an employee's position is abolished and such employee is unable to displace another County employee or be placed in another County position as provided in Section 12 of this Memorandum of Understanding such employee shall receive one week of pay for each full year (2080 hours) of regular service to the County, and fifty percent (50%) of the cash value of their unused sick leave; provided, however that such employee shall be eligible for pay only if the employee remains in the service of the County until the employee's services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced employee in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.

11. 16.5. Credits

When an employee who has been working in a seasonal or extra help category is appointed to a permanent position such appointee may receive credit for any accrued but unused sick leave remaining in their extra help/seasonal sick leave bank at the time of their appointment to a permanent position. ~~for such extra help or seasonal period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight (28) consecutive calendar days in which an employee was not in a pay status.~~

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

12. Section 28. Pay for Work-Out-of-Classification

When an employee has been assigned in writing by the department head or designated representative to perform the substantive duties of a permanent position having a different classification and being paid at a higher rate, and if the employee has worked in such classification for five (5) consecutive workdays, (four (4) consecutive workdays for an employee on a four-ten ("4/10") work schedule), the employee shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first (1st) workday and continuing during the period of temporary assignment, under the following conditions:

- (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 the employee's regular classification;

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- (3) The assignment to work out of classification which extends beyond twenty (20) working days be approved by the Human Resources Director, a copy of the approval form 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 Human Resources Director does not approve pay for work in the higher classification which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Human Resources Director, whose decision shall be final.

If an employee has been receiving pay for work out of class as provided in this MOU or in the Salary Ordinance for thirty (30) or more calendar days immediately preceding a paid holiday, the commencement of a vacation, the commencement of a paid sick leave period, or compensatory time off, as the case may be, the work out of class pay shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid compensatory time.

If an employee is receiving work out of class pay and they are on paid time off that exceeds four (4) consecutive weeks, then the work out of class pay will end automatically at the conclusion of the fourth consecutive week.

Out-of-Class pay is not included when an employee elects to be compensated for overtime by compensatory time (i.e. compensatory time is paid at the employee' rate of pay when the time is used, not at the rate at which it was earned.

For SMCCE

Andee H. Baker
1/30/25
TA subject to
SMCCE ratification

For the County

Leopoldo H. ...