

TENTATIVE AGREEMENT
Between County of San Mateo and
AFSCME Local 859 and Service Employees International Union Local 521
Re: Revision to Section 14

The County of San Mateo ("County") and the Extra-Help Units of American Federation of State, County and Municipal Employees (AFSCME) Local 859 and the Service Employees International Union (SEIU) Local 521 ("Unions") tentatively agree to the changes reflected herein to Section 14 of the Memorandum of Understanding (MOU) between the County and Extra-Help Units of AFSCME and SEIU.

Effective upon the San Mateo County Board of Supervisors' adoption of this agreement, "Section 14" of the MOU between the County and the Extra-Help Units of AFSCME and SEIU will be amended as follows:

Section 14. Sick Leave

14.1 Sick Leave Hours

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 of paid sick leave. Effective the first full pay period in January 2024, extra-help employees will be provided with an additional twenty-four (24) hours of paid sick leave. Upon working thirty (30) days within one (1) year of beginning employment and on an annual basis thereafter for the period of continued employment, new extra-help employees hired on or after the first pay period in January 2024 will receive sixty (60) hours of sick leave when they start employment with the County, but they are not allowed to use the sick leave until their 30th day of employment.

Effective upon Board approval, regardless of an employee's start date, in the first full pay period in July of each year any unused sick leave expires and extra-help employees will receive a new, annual allocation of sixty (60) hours of sick leave. No extra-help employee is allowed to use, or have, a balance of more than sixty (60) hours of sick leave at any time during the fiscal year.

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

This provision does not apply to limited term extra-help employees, retired annuitants, or to local agency executives.

14.2 Usage

Employees may use sick leave beginning on the thirtieth (30th) day of employment.

Employees may use up to sixty (60) hours of sick leave in a fiscal year period (July 1st-June 30th), 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.
- (5) Sick leave may be used concurrently with California Family Rights Act (CFRA) leave for the purpose of bonding following the birth, adoption or foster care placement of a child of the employee must be concluded within one (1) year of the birth or placement of the child. The basic minimum duration of such leave is two (2) weeks. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.

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 thirty (30) days during their previous employment shall be required to work the remaining number of days needed to meet the thirty (30) 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.

SO AGREED:

FOR THE COUNTY:

Michelle Kuka / Michelle Kuka
(Signature / Printed Name)

Dated: 12/28/2023

FOR SEIU Local 521:

Mercedes Segura / Mercedes Segura
(Signature / Printed Name)

Dated: December 28, 2023

Steve Tsou / Steve Tsou
(Signature / Printed Name)

Dated: _____

FOR AFSCME Local 829:

[Signature] / Ryan Shannon
(Signature / Printed Name)

Dated: December 27, 2023