

**Comprehensive Tentative Agreement**

The following represents the Parties' Comprehensive Tentative Agreement.

Any and all proposals or elements of proposals or counterproposals that are not specifically included in this Comprehensive Tentative Agreement are rejected and will remain status quo.

1. **Duration** (Preamble)  
4-Year Term (expiring 2/12/28)
2. **Wages/Market Adjustments** (Section 5)

Across-the-Board

- First Full Pay Period following BOS approval of the MOU – **3%**
- First Full Pay Period in February 2025 (non-retro) – **3%**
- First Full Pay Period in February 2026 (non-retro) – **4%**
- First Full Pay Period in February 2027 (non-retro) – **4%**

Lump Sum

Effective the first full pay period following Union ratification and Board of Supervisors' adoption of a successor MOU in 2024, each full-time employee in active paid status will receive a lump sum payment of **two thousand dollars (\$2,000)** as a non-discretionary incentive to ratify the agreement. 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. The lump sum amount will be prorated for part time employees.

Market Adjustments

- Effective the pay period following BOS approval of the MOU, equity adjustments to individual job classifications will be applied in the amounts listed below:
  - Electrician – 6.3% increase after application of the 3% COLA (total 9.3%)
  - Craft Supervisor – 4.2% increase after application of the COLA (total 7.2%) to maintain supervisory differential
- Add the following: "The County will conduct salary surveys of all unit classifications between August 2025 and February of 2026. Benchmark and

\_\_\_\_ BCTC

CS County

related classifications which are below market median will receive a Market Equity Adjustment which is sufficient to bring the classification to market median after application of the 2026 Across-the-Board increase (4.0%). For example, if a classification is 3.4% below market median, the classification will not receive a market adjustment. If a classification is 8.3% below market median, it will receive a 4.3% market adjustment ( $4\% + 4.3\% = 8.3\%$ ).”

**3. Release Time (Section 3)**

3.1 Attendance at Meetings - County 12/12/23 Proposal (Attached)

**4. Days and Hours of Work (Section 6).**

County 12/19/23 Proposal (Attached)

**5. Overtime Priority (New Section 7.6)**

7.6 Overtime Priority

Eligible regular employees will be offered overtime assignments before those assignments are offered to Extra Help employees working overtime. This shall not preclude the Department from offering Extra Help employees additional straight time assignments on a regular workday.

**6. Holidays (Section 15)**

County 12/12/23 Proposal (Attached)

**7. Health and Welfare (Sections 20, 21 & 25)**

County 01/09/24 Proposal (Attached)

**8. Policy Committee (Sideletter)**

Revise to provide that Policy Committee will be formed within sixty (60) days of the adoption of the successor MOU in 2024.

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Effective the first full pay period following the Board of Supervisors adoption of the MOU, employees in the Road Maintenance Division and the Facilities and Construction Services Divisions who are required to wear safety-toe shoes while performing County job duties shall receive \$50 for the purchase of a boot drier for the employee's home use. Boot driers are not to be used at County facilities.

### All Existing Tentative Agreements

- 2.3 Union Sec (1/9/24)
- 2.9 New Employee Orientation (1/9/24)
- 18.2 Bereavement (1/9/24)

Any and all proposals or elements of proposals or counterproposals that are not specifically identified herein are rejected.

FOR BCTC: M. A. M. Date: 3/18/24

FOR THE COUNTY:  Date: March 15, 2024

**Release Time**

County Proposal (December 12, 2023)

Modify Section 3.1 as follows:

**3.1. Attendance at Meetings**

County employees who are Union representatives shall be given reasonable time off with pay, including reasonable travel time, to:

- (1) Formally meet and confer or consult with management on matters within the scope of representation;
- (2) To be present at hearings where matters within the scope of representation are being considered;
- (3) To testify or appear as the designated representative of the Union in settlement conferences, hearings, or other proceedings before the Public Employment Relations Board, in matters related to unfair practice charges; or
- (4) To testify or appear as the designated representative of the Union in matters before the Civil Service Commission.

The use of official time for these purposes shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives shall submit written requests for excused absences to Employee Relations at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Director of Human Resources, the number of employees excused for such purposes shall not exceed three (3) individuals at any one time. For the purpose of labor negotiations for a successor MOU, the number of employees excused shall not exceed four (4) individuals at any one time.

All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

Paid release time is not authorized to be used for political activity, any type of activity that is precluded by law or County policy as a conflict of interest, conducting membership drives, or soliciting membership from other County employees or applicants.

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.

**4-10 Schedule**

County Proposal (December 19, 2023)

Modify Section 6 as follows:

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

The standard work week for full-time employees consists of forty (40) hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work (including 5-8, 9-80 and 4-10 work schedules) with regard for public convenience and State and County laws. Part-time employees shall work such hours and schedules as the Board and the appointing authority shall prescribe.

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.



**Holidays**

County Proposal (December 12, 2023)

Modify Section 15.2 as follows:

**15.2 Holidays.**

The holidays in this 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) <u>June 19</u>   | <u>(Juneteenth)</u>                    |
| 6) <del>5</del> July 4  | (Independence Day)                     |
| 7) <del>6</del> First Monday in September   | (Labor Day)                            |
| 8) <del>7</del> Second Monday in October  | (Columbus Day/Indigenous Peoples Day)) |
| 9) <del>8</del> November 11   | (Veterans Day)                         |
| 10) <del>9</del> Fourth Thursday in November  | (Thanksgiving Day)                     |
| 11) <del>40</del> Friday following Thanksgiving Day   |  |
| 12) <del>44</del> December 25   | (Christmas)                            |
| 12) <del>Floating Holiday</del>   | <del>(Accrued on February 12th)</del>  |
| 13) Every day appointed by the President of the United States or the California Governor to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be at the Board of Supervisors' discretion. |  |

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

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

**Winter Recess Days**

- 1) Effective in December ~~2019~~ 2024, December ~~2020~~ 2025, December ~~2026~~, ~~2021~~, and December ~~2027~~ 2022, the County shall provide ~~two (2)~~ three (3) paid winter recess holidays (the equivalent of ~~sixteen (16)~~ twenty-four (24) hours for a full time employee) per year.
- 2) For a ~~two (2)~~ three (3) day period designated by the County between December 26th and December 31st of each year during the term of this ~~2019~~ 2024 MOU, the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions employing bargaining unit employees may move to minimum staffing levels and/or close business, depending on the needs of the department and the public served. Which departments and divisions will close or go to minimum staffing and which bargaining unit members will be required to

work is entirely within the discretion of the Appointing Authority or their designee. The determination for closure shall be made by the Department Head and subject to County Manager and Board of Supervisors' approval.

- 3) During the Winter Recess, regular full-time employees in established positions shall be entitled to eight (8) hours of full pay for each day of the ~~two~~ three-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay, not to exceed eight (8) hours for any one (1) day, in proportion to the average percentage of hours worked during the two (2) pay periods without holidays immediately preceding the pay period which includes the holiday.
- 4) If ~~either~~ any of the Winter Recess days falls on a day the employee is not regularly scheduled to work, or if an employee is required to work on a Winter Recess day, the employee shall be entitled to equivalent straight time off with pay. "Winter Recess" exchange days shall be scheduled in the same manner as vacation, unless the department's policy is to schedule vacation per a vacation sign up list, in which case these days shall be scheduled in the same manner as a Floating Holiday This equivalent time off is limited to ~~sixteen (16)~~ twenty-four (24) hours, with any time earned in excess of ~~thirty-two (32)~~ forty-eight (48) hours forfeited. If an employee leaves County service with accrued Winter Recess hours, those hours will be cashed out with terminal pay. Employees working on a Winter Recess day shall be compensated in accordance with the provisions of this MOU.
- 5) Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.

[Fix Numbering Issue in remainder of Article]



Passel 1/9/24  
@ 1400

## County of San Mateo/BCTC Negotiations | 2023

### Health and Welfare

County Revised Proposal (January 9, 2023)

Modify Sections 20, 21 & 25 as follows:

#### 20. Health and Hospitalization

##### 20.1

- 1) Effective January 1, 2000, the County shall pick up the premium payment for the Building Trades Plan in the following ratio:

<u>Tier</u>	<u>County</u>	<u>Employee</u>
Employee	90%	10%
Employee + 1	90%	10%
Employee + Family	90%	10%

Increases and decreases in the Building Trades Plan will be shared between the County and employee in the same ratio as above.

Due to changes in the billing cycle with Zenith-American (BCTC health insurance plan), effective as soon as practicable, June 7, 2019, employees enrolled in the Building Trades plan will be subject to a change in the billing schedule so that they will be required to pay for health insurance coverage one month in advance.

- 2) Payment of Healthcare Premiums

The County will pay eighty-five percent (85%) of the total premium for the County-offered group HMO, Blue Shield HMO, or Kaiser-High Deductible Health Plans (employees pay fifteen percent (15%) of the total premium).

For full time employees enrolled in the County-offered group High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account.

The County will pay seventy five percent (75%) of the total premium for the Blue Shield-POS-County-offered group PPO Plan (employees pay twenty-five percent (25%) of the total premium).

- 3) Permanent Part-Time Employees

For County employees occupying permanent part-time positions, who work a minimum of forty (40), but less than sixty (60) hours in a biweekly



pay period, the County will pay one-half (1/2) of the County contribution to the hospital and medical care premiums described above.

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay 85% of the ~~Kaiser~~ County-offered group High Deductible Health Plan (HDHP) or three-fourths (3/4) of the County contribution to the hospital and medical care premiums described above. Employees will pay the remaining fifteen percent (15%) or twenty-five percent (25%), as applicable, of the total premium.

For part time employees working half time or more who are enrolled in the High Deductible Health Plan, the County will annually contribute a pro-rated amount of fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account, based on the employee's part time status.

4) Healthcare Legislation Reopener

Upon request from the County, the parties will reopen Section 20 during the term of the agreement if necessary to address changes required under the ACA or other healthcare legislation.

Upon the County or the Union's request, the County and Union shall reopen the issue of payment of any taxation assessed against employers in association with employer health insurance contributions (e.g., the excise tax referred to as "the Cadillac Tax" under the Affordable Care Act), or other taxation resulting from future healthcare legislation.

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**20.6. — Retiree Health Coverage Committee**

~~Within the first six (6) months of this MOU and contingent upon the agreement of the majority of the major County labor groups to participate the County and Council shall form a Retiree Health Coverage Committee to review Sections 20.2-20.7 of the MOU related to sick leave conversion upon retirement for health coverage/contributions to premiums and identify alternative or supplemental retiree medical options, including potential variations on the current program. Within thirty (30) calendar days of the formation of the Retiree Health Coverage Committee, the parties shall schedule committee meetings. The parties agree to review the current terms of the MOU and develop alternatives for consideration. Alternatives identified should include information (as applicable) on potential outside vendors, a timeline for implementation, identified opportunities and challenges with the alternative, and the funding methodology.~~

~~A Retirement Health Saving Program (RHSP) will be evaluated for its feasibility as one of the alternatives for the committee to review. RHSP programs that permit both employer and employee contributions along with options for leave conversions will be requested and reviewed by the committee. Should an alternative allow for the replacement of the existing sick leave conversion process and elimination of the additional sick leave credit in Section 20.5, those options will be evaluated for inclusion in an alternative contemplated by the committee.~~

~~To the extent that an evaluation on the impact to the County's OPEB liability can be identified for any alternatives identified, the committee will provide this information or identify a proposal for obtaining this data.~~

~~In addition to the alternatives identified, if necessary, the committee should suggest a transition process for active employees (at the time a transition is made) from the current sick leave conversion program, to be reviewed in conjunction with any alternative identified by the committee.~~

~~Upon the County's approval of a replacement and/or supplemental benefit, the Additional Sick Leave benefit described in Section 20.5 of this MOU will be eliminated, unless otherwise mutually agreed by the parties.~~

~~The Retiree Health Coverage Committee will consist of up to two (2) representatives from AFSCME, up to two (2) representatives from SEIU and one (1) representative from every other union/association in the County. The County may designate representatives to serve on the committee at its discretion.~~

[Renumber remaining sections.]

## **Section 21. Dental Care and Vision Care**

21.1 The County shall contribute a sum equal to ninety percent (90%) of the premium for the County Plan and for the Delta Dental PMI Plan employees and eligible dependents, including young adult dependents and domestic partners. All employees, except employees enrolled in the Building Trades Health Plan, must participate in one of these plans.

The County shall provide vision care coverage for the individual employee and eligible dependents, including adult dependents, domestic partners, and the children and adult dependents of domestic partners. The County will pay the entire premium for this coverage.

~~21.2 During an employee's first year of employment, there shall be a cap on County Dental Plan coverage consisting of One Hundred Dollars (\$100) deductible and sixty percent (60%) usual, customary and reasonable fees (U.C.R.).~~

~~21.3 There is an annual Twenty-five Hundred Dollar (\$2,500) per person maximum benefit in the County Dental Plan.~~

~~21.4 The County will include young adult dependents and domestic partners in both dental plans.~~

21.2 The County shall provide vision care coverage for the individual employee and eligible dependents, including adult dependents, domestic partners, and the children and adult dependents of domestic partners. ~~Ten Dollar (\$10) co-pays exist for both examinations and materials.~~ The County will pay the entire premium for this coverage.

. . .

## Section 25. Life Insurance

### 25.1 Coverage

~~Employees will be covered by life insurance and accidental death insurance as follows~~ The County will pay group life insurance and accidental death insurance premiums for the following coverage:

Effective the first of the month that is at least thirty (30) days following Board of Supervisors' adoption of a successor MOU in 2019, the County shall provide Thirty Thousand Dollars (\$30,000) life insurance for each employee. The County shall provide Five Hundred Dollars (\$500) of life insurance for the employee's spouse and up to a maximum of Five Hundred Dollars (\$500) of life insurance for each of the employee's children, depending on ages.

The County shall provide an additional Ten Thousand Dollars (\$10,000) of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.

### 25.2 Supplemental Coverage

Employees, depending on pre-qualification, may purchase, at the employee's expense, additional term life insurance up to a maximum of seven hundred fifty thousand dollars (\$750,000) ~~\$250,000~~ for employee, two hundred fifty thousand dollars (\$250,000) ~~\$125,000~~ for spouse or registered domestic partner, and ten thousand dollars (\$10,000) for each qualifying dependents.




**Tentative Agreement - Maintenance of Membership**

Modify Section 2.3 as follows:

**2.3. Maintenance of Membership**

Deductions may be revoked only pursuant to the terms of the employee's written authorization. The Union has informed the County that the authorization form provides that all employees who are members of the Union and who become members of the Union during the term of the MOU shall continue to pay dues for the duration of this and each subsequent MOU, and that, for a period of one hundred and ten (110) to ninety days (90) prior to the expiration of this and any subsequent MOU, employees who are members shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated during that period of time in writing to the Union by certified mail and must be postmarked during the one hundred and ten to ninety day period. An employee who is subsequently employed in a position outside of the unit shall not be required to continue dues deduction. The Union shall hold the County of San Mateo and its officers and employees, including but not limited to the Controller, harmless for following the instructions contained in such dues deduction authorizations. The Union shall deliver revocations of membership to the Director of Human Resources on a biweekly basis by certified mail.

FOR BCTC:



Date: 1-9-24

FOR THE COUNTY:



Date: 1/9/24

**Tentative Agreement - New Employee Orientation**

Modify Section 2.9 as follows:

**2.9. New Employee Orientation**

The County and the Union 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 follows:

All new employees are encouraged to attend the first new employee benefits orientation following the commencement of their employment. New employee benefits orientation is scheduled for every other Monday week, and the Union shall have up to thirty (30) minutes at the end of each new employee benefits orientation session to provide information regarding its organization to represented employees and members. One steward may be granted release time for this purpose.

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

FOR BCTC:

M u m o u

Date: 1-9-24

FOR THE COUNTY:

CAD C

Date: 1/9/24

**Tentative Agreement - Bereavement Leave**

Modify Sections 18.2 and 19.11 as follows:

18. Sick Leave

**18.2. Usage**

Sick leave is accrued paid leave from work that can be used for any of the following purposes:

- 1) Diagnosis, care, or treatment of an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional. Use of accrued sick leave may run concurrently with applicable statutory leaves, such as Family Medical Leave.
- 2) The employee's receipt of preventative care or required medical or dental care or consultation.
- 3) The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on an immediate family member who is ill. For the purpose of this Section 18.2, immediate family member means parent, spouse, domestic partner, son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren.
- 4) The employee's preparation for or attendance at the funeral of a member of his/her immediate family. For the purpose of preparation for or attendance at a funeral, immediate family member also includes son-in-law, daughter-in-law, grandparents-in-law and siblings in-law. ~~Use of sick leave for this expanded definition is limited to a maximum of three (3) days if travel is required.~~

19. Leaves of Absence

**19.11. Bereavement Leave**

Effective the first full pay period following the Board of Supervisors' approval of a successor MOU in 2019, the County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parent, step-parent, spouse, domestic partner, child (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, mother parent-in-law, ~~father-in-law~~, grandparents, grandparent-in-law, or grandchildren.



## County of San Mateo/BCTC Negotiations | 2023

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In addition, employees may utilize accrued sick leave pursuant to Section 18.2, subsection (4).

FOR BCTC:

in a memo

Date: 1-9-24

FOR THE COUNTY:

[Signature]

Date: 1/9/24