

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

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.

SO AGREED:


For AFSCME



John Tucker

Dated 6/4/19


For SEIU



Sandra Floyd

Dated 6/4/19

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

Dated 6/4/19

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

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) | July 4 | (Independence Day) |
| (6) | First Monday in September | (Labor Day) |
| (7) | Second Monday in October | (Columbus Day/ <u>Indigenous Peoples Day</u>) |
| (8) | November 11 | (Veterans Day) |
| (9) | Fourth Thursday in November | (Thanksgiving Day) |
| (10) | Friday following Thanksgiving Day | |
| (11) | December 25 | (Christmas) |
| (12) | 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.

12.2 Holiday Pay

- a) 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.

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b) 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.

c) 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.

~~This s~~Subsections (b) and (c) ~~does~~ not apply to extra-help employees who work the holiday.

SO AGREED:

For AFSCME




John Tucker

8/21/19

Date

For SEIU



Sandra Floyd

8/21/19

Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

8/21/19

Date

**TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSMCE LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT**

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

Section 13. ~~Promotional Points~~ Opportunities for Extra Help Applicants

~~Extra Help Applicants for New Positions~~

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 AFSMCE 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

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BETWEEN SAN MATEO COUNTY
AND AFSCME LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT

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.

SO AGREED:

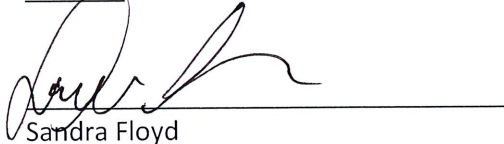
For AFSCME



John Tucker

9/26/19
Date

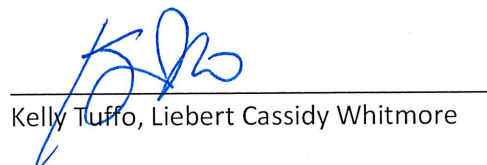
For SEIU



Sandra Floyd

9/25/19
Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

9/25/19
Date

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
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Section 14. ~~Credit Upon Hire into a Regular Position~~Sick Leave

14.1 Accrual

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

~~Effective July 1, 2015, u~~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 ~~twenty four (24)~~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 (90th) day of employment.

Employees may use up to ~~twenty four (24)~~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:

- a) Diagnosis, care, or treatment of an employee's existing health condition of, or preventive care or required medical or dental care or consultation~~for, an employee;~~
- b) 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
- c) 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:
 - I. 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
 - II. 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.

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14.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her/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 his/her/their supervisor as promptly as possible by telephone or other means.

The department head may require a physician's statement from a 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 his or her 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—NEW SECTION - Vacation Credit Upon Hire Into Regular Service


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

If an extra-help employee is appointed to a regular position, such appointee shall receive credit for his/her/their extra-help period of service in computing accumulated vacation (up to a maximum accrual of 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 he/she was 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.

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SO AGREED:


For AFSCME



John Tucker

Dated 7/31/19

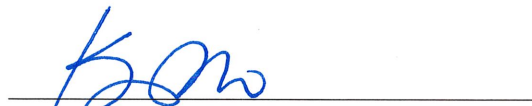
For SEIU



Sandra Floyd

Dated 8/21/19

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

Dated 8/21/19

TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
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Section 15. Voluntary Leaves of Absence Without Pay

15.1 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 ~~he/she~~ 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.

15.2 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 ~~physician's~~ licensed healthcare professional's statement.

15.3 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.

15.4 Salary Adjustments

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

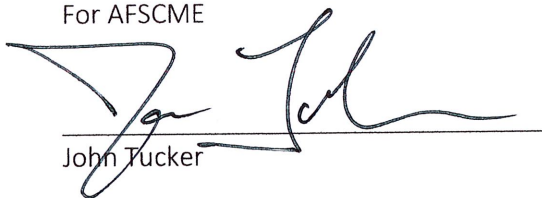
15.5 Absence Without Leave or Refusal of Leave or Failure to Return After Leave

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.

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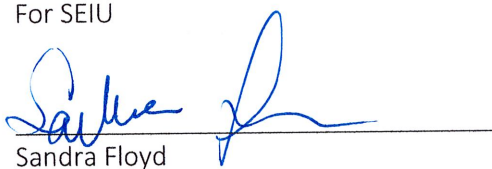
SO AGREED:

For AFSCME


John Tucker

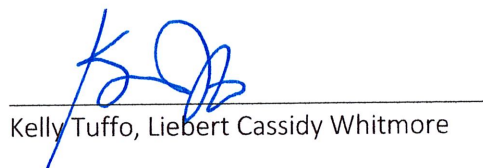
Dated 4/25/19

For SEIU


Sandra Floyd

Dated 4/29/19

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

Dated 4/29/19

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

Section 16
The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

New Section - 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.

SO AGREED:

For AFSCME

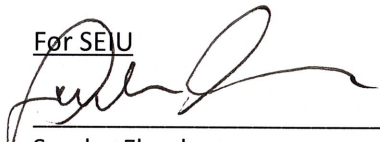


John Tucker

8/21/19

Date

For SEIU




Sandra Floyd

8/21/19

Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

8/21/19

Date

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

Section 17. ~~Hospitalization and Medical Care~~ Health Insurance

17.1 General

~~The HealthWorx Health Insurance Plan is a health benefit for extra help employees who meet certain eligibility criteria, as outlined below. Coverage is for the extra help employee only, and does not cover spouses or other dependents. Extra help employees who have other health coverage are not eligible. Extra help employees who are eligible for and enroll in HealthWorx and who subsequently lose HealthWorx coverage for any reason will be offered COBRA.~~

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. ~~For 2015~~, 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 ~~for 2015~~).

~~17.2~~ — HEALTHWORX

~~17.2.1~~ Initial Enrollment

~~Extra help employees in classifications designated as "relief" are not eligible for coverage. The County will review the eligibility of extra help employees in other classifications within the following two categories:~~

~~Category A~~

~~Extra help employees in the classifications of Election Technician, Library Aide, Park Aide and Pest Detection Specialist, who have worked seven hundred fifty 750 hours in the prior fiscal year.~~

~~Category B~~

~~Extra help employees in the classifications not designated as "relief", who have worked nine hundred 900 hours in the prior fiscal year.~~

~~The Benefits Division will require individual payments by extra help employees in Categories A and B who do not work regularly or sufficiently to cover their premium expenses from their paychecks.~~

~~17.2.2~~ Ongoing Eligibility

~~The ongoing eligibility period is from September 1, through August 31, of each year.~~

~~Category A~~

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~~Extra Help employees in Category A are not required to work thirty 30 hours per pay period during the "off-season". At the end of the working season, when Category A individuals drop off payroll they will be notified that they can elect to continue coverage or drop coverage. If they choose to continue coverage, they pay one hundred percent (100%) of the premium. If they fail to pay the premium during any pay period they will be terminated from coverage, offered COBRA, and they will not be eligible for coverage again until they are re-hired. Such coverage will begin the first of the month following their re-employment.~~

~~If Category A extra-help employees choose to drop coverage, they can re-enroll if they are re-hired for the next season and are once again in a paid status. Coverage will begin the first of the month following their re-enrollment.~~

~~At the beginning of each fiscal year, extra-help employees who have worked seven hundred fifty (750) hours in the prior fiscal year will be eligible for the following year's coverage. Any individual who is not eligible (after having been eligible in the prior year) will be offered COBRA.~~

~~Health coverage will be terminated for covered extra-help employees who:~~

- ~~1. Terminate employment during the season (benefits terminate at the end of the month of termination).~~
- ~~2. Fail to work seven hundred fifty (750) hours, as determined the following July (benefits terminate effective August 31, and COBRA is offered).~~
- ~~3. Fail to work 30 hours per pay period in two (2) consecutive pay periods during the season of employment (benefits terminate effective the end of the month of termination).~~
- ~~4. Fail to pay within a single pay period their portion of cost (during the season or if they have elected coverage in the off-season, during the off-season).~~

Example:

~~Mary is a Park Aide who normally works from April through October and has more than seven hundred fifty (750) hours in the prior fiscal year. She elects to enroll during the August open enrollment and receives health coverage effective September 1. Mary continues to work until the end of October and is terminated because the season is over. Mary is given the chance to continue coverage until next April, at her own cost.~~

- ~~● If she elects coverage, she will be covered during the off-season, provided that she pays one hundred percent (100%) of the premium on a timely (pay period) basis. If, during the off-season, she does not pay her premium in the pay period, she will be terminated at the end of the month and will be able to re-enroll when she is rehired. If she has insufficient hours when eligibility is re-determined in July, she will be offered COBRA.~~

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- ~~If Mary elects to drop coverage in November (when her season is over), she will be offered coverage in April when she is re-hired. If she elects coverage at this time she will be covered through August 31. If she loses coverage for any of the reasons listed above, she will be ineligible for coverage until September 1, provided she has worked seven hundred fifty (750) hours in the prior fiscal year.~~
- **Category B**
- ~~Extra help employees in Category B, not designated as "relief", will be eligible for coverage from September 1 through August 31 of each year, as long as they continue to meet the eligibility requirements. Health care coverage will be terminated for covered individuals who:~~
- ~~Terminate extra help employment during the year (benefits terminate at the end of the month of termination).~~
- ~~Fail to work nine hundred (900) hours, as determined the following July 1 (benefits terminate effective August 31).~~
- ~~Fail to work thirty (30) hours per pay period in 2 consecutive pay periods (benefits terminate effective the end of the month of termination).~~
- ~~Fail to pay within a single pay period for any remaining premium costs when the County paycheck is insufficient to cover the premium cost (benefits terminate effective the end of the month of termination).~~
- ~~Category B extra help employees who are terminated from coverage for any of the above reasons will be ineligible for coverage until the following September 1.~~
- ~~At the beginning of each fiscal year, extra help employees who have worked nine hundred (900) hours in the prior fiscal year will be eligible for the following year's coverage. Open enrollment will be offered each August and coverage will begin each September. Any individual who is not eligible (after having been eligible in the prior year) will be offered COBRA.~~
- **Example:**
- ~~Mark is an extra help employee who worked more than nine hundred (900) hours in the prior fiscal year. He elects to enroll during the August open enrollment and receives health coverage effective September 1.~~
- ~~If, at any point during the year, he loses coverage for any of the above reasons, he will be terminated at the end of the month and will be offered COBRA effective the beginning of the following month after termination of coverage. If he does not elect COBRA he will be ineligible for any coverage. If, at the end of the fiscal year he has nine~~

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~~hundred (900) hours he will be able to re-enroll during the subsequent August open enrollment (with September 1 coverage).~~

~~17.2.3 Cost~~

~~The County will contribute 50% toward the premium, and the enrollee will be responsible for paying 50% of the premium.~~

~~17.2.4 Healthworx Contract Expiration~~

~~The Healthworx Contract expires on August 31, 2015. In the event that the contract is not renewed, an employee enrolled in the plan who is determined to be eligible for the Kaiser HDHP based on eligibility as outlined in section 17.3.1 below, may choose to enroll in the Kaiser HDHP at that time through a qualified mid-year life event. For non-eligible employees, they can find health insurance through California's health insurance exchange.~~

17.3.2 KAISER HIGH DEDUCTIBLE HEALTH PLAN Eligibility

17.3.2.1 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.

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- ☐ **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

17.32.2 Cost Share

The County's share of the premium will be equal to eighty-five percent (85%) of the cost for employee only coverage (~~two hundred dollars and fifty seven cents (\$200.57) for 2015.~~) 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.

17.3 Health Benefits for Limited Term Employees

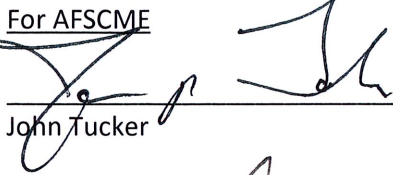
Sections 17.1 and 17.2 do not apply to Limited Term employees. Health benefits for Extra Help Limited Term Employees is covered in Section 29, Section 5(c).

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**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

SO AGREED:

For AFSCME

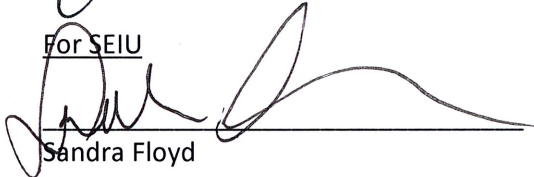


John Tucker

8/26/19

Date

For SEIU

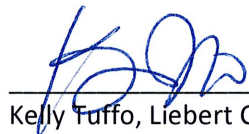


Sandra Floyd

8/26/2019

Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

8/26/19

Date

TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSMCE LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

Section 186. ~~Annual Meeting~~ 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 ~~u~~Union's request, not to exceed on a semi-annual basis, the Director of Human Resources, or ~~his/her~~their designee, shall meet with AFSCME and SEIU representatives ~~as necessary~~ to discuss the unions' recommendations and justifications for conversion of extra help hours to permanent positions.

Human Resources will communicate the ~~u~~Unions' recommendations and accompanying justifications directly to the operating departments. Nothing precludes the ~~U~~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).

TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSCME LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT

SO AGREED:

For AFSCME



John Turk

9/26/19

Date

For SEIU

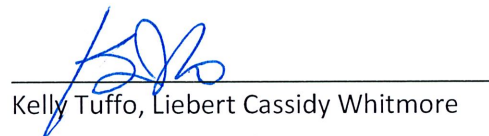


Sandra Floyd

9/25/19

Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

9/25/19

Date

**TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSCME LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT**

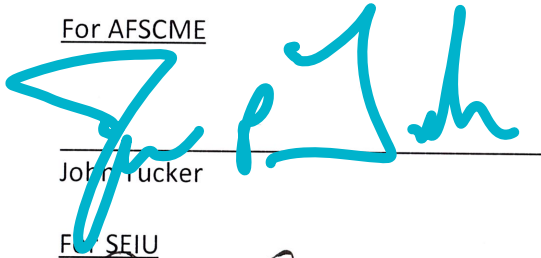
The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

19.4 Optional Basic Short Term Disability Insurance

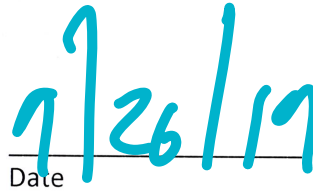
Effective January 1, 2020, Extra help employees who are designated as 0.75 FTE or greater may elect to purchase basic short-term disability insurance through the County at the employee's cost.

SO AGREED:

For AFSCME

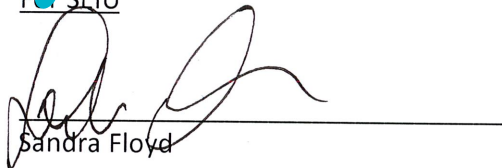


John Tucker



Date

For SEIU

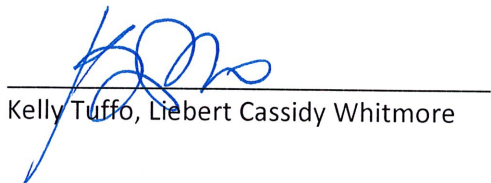


Sandra Floyd

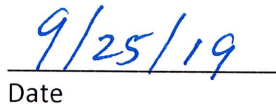


Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore



Date