

**Memorandum of Understanding**

between

**County of San Mateo**

and

**American Federation of State,  
County and Municipal Employees**

**(AFSCME)**

**Local 829, AFL-CIO**

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~~**October 7, 2018 - October 2, 2021**~~

**October 3, 2021 – October 5, 2024**

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# MEMORANDUM OF UNDERSTANDING

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

This Memorandum of Understanding shall be presented by the Union to the employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing ~~October 7, 2018~~October 3, 2021 and ending ~~October 5, 2024~~October 2, 2021.

## Section 1. Recognition

### Union 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 the representation units listed below, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

- (1) Communication Dispatchers
- (2) Health Services Unit
- (3) Human Services Unit
- (4) Inspection and Regulation Unit
- (5) Institutional Services Unit
- (6) Licensed Vocational Nurse Unit
- (7) Parks Unit
- (8) Planning Unit
- (9) Plant and Equipment Maintenance Unit
- (10) Clinical Laboratory Scientist Unit
- (11) Telecommunications Unit

## 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 Maintenance of Membership

All employees who are members of AFSCME and who are tendering periodic dues through dues deductions from their San Mateo County biweekly paycheck and all employees who become members of AFSCME and who tender periodic dues through dues deductions of their San Mateo County

biweekly paycheck shall continue to pay dues for the duration of this Memorandum of Understanding and each subsequent Memorandum of Understanding thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this Memorandum of Understanding and one hundred and ten to ninety (110-90) days prior to the expiration of any subsequent Memorandum of Understanding, any employee who is a member of AFSCME shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the employee during that period of time in writing to the Union to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. An employee who is subsequently employed in a position outside of the units represented by AFSCME shall not be required to continue dues deduction. The Union shall certify revocations of membership to the County on a biweekly basis.

## **2.2 Reinstatement**

The provisions of 2.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this Section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

## **2.3 Payroll Deduction**

The Union may have the regular dues of its members within a representation unit deducted from employees' paychecks under procedures prescribed by the County Controller for such deductions. Dues deduction shall be made only upon certification from the Union that a worker has authorized such deduction, and shall continue: (1) until such certification is revoked, in writing, by the Union; or (2) until the transfer of the employee to a unit represented by another employee organization. The Human Resources Department and the Controller's Office will work to provide that dues deductions are promptly terminated when an employee transfers out of union representation through a change in classification or status.

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the County Controller for the PEOPLE Fund (AFSCME).

Not more than once per week (preferably bi-weekly on non-payroll Fridays), the Union will send a list of changes to its Union member listing by email to the Controller's Office at [payroll@smcgov.org](mailto:payroll@smcgov.org) with the following Certification statement:

- "I, NAME, TITLE, hereby certify that AFSCME Local 829 possesses and will maintain an authorization (for dues deductions and/or voluntary political contribution deductions, as indicated) signed by the individuals on this list from whose salary or wages the deductions is to be made."

Certified spreadsheets that arrive by the non-payday Friday will be processed for the following week's payroll.

## **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 required by this Section, no such deduction shall be made for the current pay period.

**2.5 County Obligations**

- A. All dues and PEOPLE deductions shall be transmitted to AFSCME Council 57 in an expeditious manner.
- B. All transmittal checks shall be accompanied by documentation which denotes the employee's name, social security number (for members only), and the amount of deduction (including PEOPLE).

**2.6 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 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.

**2.7 Communications with Employees**

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space (17" by 14") for communications having to do with official organization business. The department involved and/or Human Resources will investigate problems that the Union identifies with respect to use of these bulletin boards.

The Union may distribute materials to employees within the unit it represents through County mail distribution channels including email. This privilege may be revoked in the event of abuse after the Human Resources Director 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, read or respond to union related emails during work time, without first obtaining advance permission from the employee's supervisor.

Any representative of the Union shall give notice to the employees' department head at least twenty-four (24) hours in advance when contacting departmental employees during the duty period of employees, 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.

**2.8 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 new, or permanent or temporary change to, a County policy, ordinance, resolution, 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 a description of the emergency preventing advance notice and the notice described in the preceding paragraph, and shall be given an opportunity to meet with the appropriate management representatives.

## **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 [Mondayweek](#), and the Union will have up to thirty (30) minutes at the 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 Relations under normal Release Time processes.

## **2.10 Employee Roster**

The County shall supply without cost to the Union a monthly electronic and sortable list with a data processing run of the names and classifications of all employees in the units represented by the Union. Such lists shall indicate which employees were having Union dues withheld from their pay checks as of the date the roster was prepared, the names added to or deleted from the previous list, and whether each such change in status was by reason of any type of leave of absence, termination or withdrawal from the Union. The lists shall be supplied without cost to the Union. The County shall notify the Union of employees who are on an unpaid leave of absence status in excess of twenty-eight (28) days.

Leave of Absence Status. Recognizing that the Union needs information as to the leave status of its members for various purposes, the County agrees to provide a list of members who are on leave on a periodic basis and at the request of the Union. It is understood that the main purpose of such lists is for election purposes and that the requests should not be more often than twice a year.

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

The County and Union 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 leaders have an opportunity to work together to support the success of their members.

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

### 3.1 Release Time

#### A. Appropriate Use of Release Time:

Release time identified above is provided for Union leaders to prepare and collaborate on matters that impact the labor relations of the County of San Mateo. The County agrees to provide this time so that issues, disputes, and other labor relations matters can be effectively and strategically addressed. This privilege shall not be abused. Use of the paid release time for unauthorized purposes may result in disciplinary action, up to and including termination.

Paid release time is authorized for use 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 his/her representative.
- Attending Labor-Management meetings;
- Consultation with the County’s designated representatives, Local Union Officers, or other Union representatives concerning the enforcement of any provision of this Agreement;
- Investigating and processing grievances or disciplinary appeals;
- Attending Union meetings.

Paid release time is not authorized to be used for the following activities:

- 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.

#### B. Documentation of Release Time

Employees shall document their release time using pay code ~~010~~RTE on their time card.

#### C. Paid Release Time for Attendance at Meetings

County employees who are Officers or Stewards of the Union shall be given reasonable time off with pay, including reasonable travel time, to formally meet and confer or consult with management representatives on matters within the scope of representation, or to be 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, hearings, 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, in addition to time off identified in Section 3.2. 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 Officers or Stewards shall submit written requests for excused absences to the Human Resources Director at

least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Human Resources Director, the number of employees excused for such purposes shall not exceed three (3) per Union, or the following number of representatives which shall not exceed a total of sixteen (16) at any one time:

One (1) from each of the following representation units:

- Inspection and Regulation Unit
- Institutional Services Unit
- Licensed Vocational Nurse Unit
- Parks Unit
- Planning Unit
- Clinical Laboratory Scientist Unit
- Communications Unit
- Telecommunications Unit; and

Two (2) from each of the following representation units:

- Health Services Unit
- Plant and Equipment Maintenance Unit, and

Four (4) from Human Services Unit,

whichever is greater, at any one time.

For the purpose of negotiations meetings, a local union president who is a county bargaining unit member shall also be released.

If any 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.

County employees who are shop stewards shall be provided with two (2) hours of paid release time each month to attend Steward Council or Local Union Meetings. Requests for time shall be made to the employee's department head, and, for tracking purposes, to the Employee Relations Manager, at least seven (7) days in advance. It is acknowledged that Hospitals and Clinics administration will attempt to provide such release time, but that each instance must be considered on a case by case basis. No steward release time shall be unreasonably denied.

Up to seventeen (17) County employees who are Chief Stewards and/or Union Officers shall be provided with an additional two (2) hours of paid release time each month to attend internal Union meetings. The Union shall certify in writing to the Human Resources Director the names of employees selected as Chief Stewards and Union Officers, and shall notify the County of changes as they occur.

#### D. President Paid Release Time

A County employee who is the Chapter President shall be provided with twenty (20) hours of paid release time each pay period. The Union agrees that the start of the term of office for a newly elected President will coincide with the start of a County pay period. During County paid release time, the Chapter President shall engage only in the activities listed in Section 3.1(A) of this MOU.

The Department Head (or designee) of the Chapter President’s home department will establish the work hours and shift of the Chapter President in accordance with business purposes and efficiencies. The Department Head or designee will meet with the Union to attempt to mutually agree on the schedule in accordance with the business needs of the Department. If the Department Head or designee and Union do not reach a mutually agreeable schedule, the matter will be referred to the Human Resources Director whose decision shall be final.

E. Leave of Absence for Union Work

Leaves of absence to take employment with the Union signatory to this MOU shall be granted for a minimum of thirteen (13) full biweekly pay periods upon forty-five (45) days advanced written notice from the Union.

Employees are entitled to retain all pay and benefits while on a leave to work for the Union, including retirement benefits and service credits. While on such leave to work for the Union, on a weekly basis, the Union or employee shall submit accurate accountings of hours worked according to the County’s payroll practices including any vacation, Holiday or other paid time off used during that week. Employees will receive pay through the County process. The Union will be billed on a regular basis as determined by the Controller’s Office for all costs associated with the individual on leave including the employer’s share of all pay, benefits and retirement contributions, and, if necessary, the cost to backfill the position, whether with overtime or an additional employee. The Union will reimburse the County in full within thirty (30) calendar days of receipt of each bill. If the Union fails to make payment within that time, future payments, benefits and retirement contributions to the employee will cease. In addition, the Union will owe interest on the amount due at a rate of five percent (5%) per month until paid in full.

In the event the employee is in a business critical position, or based on the number of employees currently released to work for the union a hardship is created for the County to conduct regular business, a discussion will occur between the Union and the Department Head(s) regarding the feasibility of the release (i.e., if the request were to release the only payroll specialist in a department, it may not be feasible to release that person with only 45 days-notice; or, if the request were for an individual for whom we claim Federal funding and the County would suffer that loss.). Denials will be provided in writing including the reason for the denial. Denials may be appealed to the Human Resources Director whose decision shall be final.

Every reasonable effort will be made to return the employee to their prior assignment, work location and shift upon return from this leave of absence; however the County cannot guarantee the availability of that assignment, work location or shift.

F. Unpaid Release Time

The Union shall be allowed up to one hundred and fifty (150) hours of unpaid release time per calendar year for stewards to conduct necessary internal union business.

Requests for time shall be made to the employee's department head and, for tracking purposes, to the Employee Relations Manager at least seven (7) days in advance.

**3.2 Handling of Grievances**

The Union shall designate a reasonable number of 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 Human Resources Department Director 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.

Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other employees within the same representation unit including participating in Steps 1-4 of the grievance process as described in Section 38.2. Requests for release time shall not be denied unreasonably. Stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory employees shall not represent non-supervisory employees in a grievance procedure where such activity might result in a conflict of interest.

The Union shall notify the County in advance of an investigatory meeting if they wish to have released an additional steward for training purposes. Requests for release for training purposes shall not be unreasonably denied. Any denial may be appealed to the Employee Relations Manager whose decision shall be final.

#### **Section 4. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, legitimate union activities, or any other classification protected by law, against any employee 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 salary ranges for all employees in the aforementioned representation units will be as set forth in the Exhibits which are attached hereto and made a part hereof.

The rates of pay set forth in the Exhibits represent for each classification the standard biweekly rate of pay for full-time employment. The rates of pay set forth in the Exhibits represent the total compensation due employees, 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 Board of Supervisors' approval of a successor MOU in 2022, there shall be a three percent (3%) cost of living adjustment for all represented classifications.

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, equity adjustments to individual job classifications will be applied in the amounts listed below:

<u>Job Classification</u>	<u>% Equity Adjustment</u>
<u>Cardiac Sonographer</u>	<u>3.1% increase to Imaging Specialist salary range, after 3% COLA applied to Imaging Specialist</u>
<u>Lead Cardiac Sonographer</u>	<u>Salary range will be established at 6% above Cardiac Sonographer</u>
<u>Clinical Coordinator Pharmacy Services (to be re-titled as Senior Clinical Pharmacist)</u>	<u>Salary range will be aligned with Supervising Pharmacist; Class spec will be updated to include consulting pharmacy duties;</u>
<u>Dietician I, II, Supervising</u>	<u>Dietician II will receive 2% equity;</u> <u>Dietician I salary will be adjusted so that Dietician I top step is 5.74% lower than Dietician II top step;</u> <u>Supervising Dietician top step will be adjusted to be 10% higher than top step for Dietician I.</u>
<u>Park Ranger III</u>	<u>1.6%</u>
<u>Pharmacy Buyer</u>	<u>Salary range for Pharmacy Buyer will be adjusted by 0.26% retroactive to February 24, 2019 to maintain the 5.74% (1 step differential) gap between Pharmacy Buyer and Pharmacy Technician, and to align Pharmacy Buyer salary schedule with salary schedule for Lead Pharmacy Technician.</u>
<u>Supervising Clinical Laboratory Scientist</u>	<u>4.8%</u>
<u>Ultrasonographer</u>	<u>3.1% increase to Imaging Specialist salary range, after 3% COLA applied to Imaging Specialist</u>
<u>Lead Ultrasonographer</u>	<u>Salary range will be established at 6% above Ultrasonographer</u>

Effective the first full pay period following Union ratification and Board of Supervisors' adoption of a successor MOU in 2022, 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.

Effective October 2, 2022, there shall be a three percent (3%) cost of living adjustment for all represented classifications.

Effective October 1, 2023, there shall be a four percent (4%) cost of living adjustment for all represented classifications.

~~Effective February 24, 2019, there shall be a four percent (4%) cost of living adjustment plus a one percent (1%) equity adjustment (for a total adjustment of five percent (5%) for all represented classifications excluding those in the Human Services Unit.~~

~~The Parties acknowledge that the additional one percent (1%) equity in 2019 for all represented classifications was negotiated in lieu of the County's proposed Winter Recess and increased vacation accruals.~~

~~Effective February 24, 2019, equity adjustments to individual job classifications shall be applied in the amounts listed below:~~

<b>Job Classification</b>	<b>% increase</b>
Environmental Health Technician I	4.30%
Environmental Health Technician II	4.30%
Lead Environmental Health Tech	4.30%
Pharmacist	4.40%
Pharmacy Lead	4.40%
Supervising Pharmacist	4.40%
Pharmacy Technician	8.60%
Medical Laboratory Technician	0.70%
Respiratory Therapist I	0.70%
Respiratory Therapist II	0.70%
Respiratory Therapist III	0.70%
Stationary Engineer I	2.00%
Stationary Engineer II	2.00%
Supervising Stationary Engineer	2.00%
Clinical Lab Scientist I	1.00%
Clinical Lab Scientist II	1.00%
Supervising Clinical Lab Scientist	1.00%

~~For the Human Services Unit, effective March 24, 2019, there shall be a four percent (4%) cost of living adjustment plus a one percent (1%) equity adjustment (for a total adjustment of five percent (5%) for all represented classifications in the Human Services Unit.~~

~~Effective March 24, 2019, equity adjustments to individual job classifications shall be applied in the amounts listed below:~~

<b>Job Classification</b>	<b>% increase</b>
Supervising Mental Health Clinicians	0.68%
Psychiatric Social Worker I	5.79%
Psychiatric Social Worker II	5.79%
Marriage Family Therapist I	5.79%

Marriage Family Therapist II

5.79%

~~Effective October 6, 2019, there shall be a two percent (2%) cost of living adjustment plus a two percent (2%) equity adjustment (for a total adjustment of 4%) for all represented classifications.~~

~~Effective October 4, 2020, there shall be a three percent (3%) cost of living adjustment all represented classifications.~~

### **Longevity Pay**

Effective February 24, 2019 (for all represented classifications excluding those in the Human Services Unit), and effective March 24, 2019 (for all represented classifications in the Human Services Unit), longevity pay shall be paid as follows:

- One percent (1%) of base salary after the equivalent of five (5) years of full time County service (10,400 hours).
- An additional one and one-half percent (1.5%) of base salary (for a total of two and one half percent (2.5%)) after the equivalent of ten (10) years of full time County service (20,800 hours)
- An additional one and one-half percent (1.5%) of base salary (for a total of four percent (4%)) after the equivalent of twenty (20) years of full time County service (41,600 hours)
- An additional two percent (2%) of base salary (for a total of six percent (6%)) after the equivalent of twenty-five (25) years of full time County service (52,000 hours).

### **5.2 Entrance Salary**

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

### **5.3 Salary Step Increases**

Permanent and probationary employees serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates 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 at the beginning of the next full pay period. Salary range adjustments for a classification will not set a new salary anniversary date for workers serving in that classification.

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

- 1) After completion of 1040 regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification. If an 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 2080 regular hours of satisfactory service.
- 2) After the completion of 2080 regular hours of satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.

- 3) If an employee completes the 1040 or 2080 hours in the middle of a pay period, the employee shall be eligible for an increase as follows:
  - a. 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.
  - b. 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 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. 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.

**Special Merit Increases**

Upon recommendation of the appointing authority and approval by the Human Resources Director, employees may receive special merit increases at intervals other than those specified in this Section. The Human Resources Director's decision shall be final. Changes in an employee's salary because of promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary advancement hours balance for that employee.

**Salary Step if Rejected During Promotional Probation**

Employees who are rejected during the probationary period and revert to their former classification shall return to the salary advancement hours balance held in the former class unless otherwise determined by the Human Resources Director. The salary advancement hours balance for an employee shall not be affected by a transfer, downward reclassification or a demotion.

**General Salary Range Adjustments**

Salary range adjustments for a classification will not set a new salary advancement hours balance for employees serving in that classification.

**Prior Service Credits**

- 1) A permanent employee accepting provisional employment in a higher or different class in the County Classified Service, and who reverts to the former classification, shall retain the salary advancement hours balance in the former class on the same basis as if there had been no such provisional appointment.
- 2) Upon recommendation of the appointing authority and approval by the Human Resources Director, provisional and temporary employees shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Continuous service in provisional, temporary, seasonal or extra-help capacity shall be added to service in a regular established position for the purpose of determining an employee's salary anniversary date, eligibility for salary increases, as well as vacation and sick leave accrual.

However, such service may not be added if it preceded a period of over twenty-eight (28) consecutive calendar days during which the employee was not in a pay status, except when the employee is absent from his/her position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits.

**5.4 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.

**5.5 Salary Step After Promotion**

When an employee is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that employee shall be entitled to the next step in the salary schedule of the higher class 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 class.

**5.6 Salary Step After Demotion**

When an employee is demoted, whether such demotion is voluntary or otherwise, that employee's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Human Resources Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the employee's classification, and designate such rate of pay as "Y" rate (see Section 5.8), and also provided that an employee demoted as a result of abolition of position shall be placed at the salary step in the lower classification which most closely approximates (but does not exceed) his/her salary in the higher classification.

If an employee takes a voluntary demotion to a classification previously held, the employee shall be placed at the same step in that classification which the employee held last. The employee's service time at such step shall be the same as the service time held at such step previously.

In order to further the movement from lower-level to higher-level careers, an employee taking a voluntary demotion to a classification in the higher series (e.g., clerical employee to Eligibility Worker I classification) shall be placed at the salary step in the new salary range which most closely approximates such employee's salary in the prior classification.

**5.7 Reclassification of Position**

An employee in a position reclassified to a lower classification shall have the right of either: (1) transferring to a vacant position in his/her present classification in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continuing in the same position in the lower classification at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower classification.

**5.8 "Y" Rate Process Upon Reclassification**

When an employee is reclassified downward, they shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower classification equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

**5.9 Salary Step Defined**

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

**5.10 Classification and Compensation Review**

The County incorporated the following recommendations of the 2020 Compensation Philosophy Study into the County's Compensation Philosophy:

- 1) Increase the number of Bay Area counties used as comparators from six (6) to eight (8), adding Marin and Sonoma counties, and continuing to include the cities of San Jose and Oakland to increase the likelihood of five (5) matches for each benchmark classification.
- 2) Use the median as the measure for determination of labor market placement and compensation adjustments, in addition to internal equity, pursuant to meet and confer and Board approval.
- 3) Maintain a list of classifications to benchmark for negotiations and ensure that classifications being surveyed represent ten (10) percent of the union's classifications and at least 50% of the union's membership.
- 4) Maintain current practice of surveying base pay only when conducting salary surveys.

The County will conduct a total compensation review one year prior to the expiration of the MOU and deliver to the Union for review. This will include a full, total compensation survey for one benchmark classification in each of the AFSCME bargaining units. The following compensation elements to be included in total compensation surveys:

- a) Top step base salary (offset by negotiated employee pension cost share above statutory requirements);
- b) Average employer contribution to pension (PEPRA rate, or average based on age range for legacy employees);
- c) Employer highest contribution to medical, dental, vision based on family coverage; and
- d) Employer deferred compensation contribution.

The Compensation Philosophy is incorporated in the County's Classification and Compensation Guideline, published online on the County's website.

See <https://hr.smcgov.org/documents/classification-and-compensation-guidelines>

No later than July 1, 2019, the County will contract with a consultant to provide a review of:

1. The comparable agencies that have historically been used by the County for classification and compensation analysis and the identification of other comparable agencies for consideration by the County for this purpose;
2. Existing benchmark classifications; and
3. Compensation elements used in surveys that provide for a total compensation analysis.

No later than October 1, 2019, the consultant will prepare a report and provide the following:

1. Information on the typical factors that indicate comparability of agencies in classification and compensation studies including the number of comparable agencies needed to result in a valid data sample;
2. Recommendations of comparable agencies for inclusion by the County during classification and compensation studies, using identified comparability factors;
3. Best practices for determining benchmark classifications within a classification structure; an

~~4. Recommendations of benchmark methodology for future classification and compensation studies.~~

~~The County will provide the consultant's final report to the Union, and shall allow the Union the opportunity to provide input. Following Board adoption of any resulting changes to the County's Compensation policy, the revised Compensation policy shall apply to compensation studies conducted during the term of the agreement.~~

~~In accordance with this tentative agreement, the Union withdraws all proposals to remove Contra Costa County from the list of County comparative jurisdictions in County salary surveys.~~

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

**6.1 General**

The standard work week for employees occupying full-time positions consists of forty (40) hours unless otherwise specified by the Board of Supervisors. 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. Employees occupying part-time positions 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.

**6.2 Alternate Work Week Options**

The County may on a department by department, division by division or unit by unit basis offer alternate work week options. Such options may include but are not limited to [telework](#), 4/10 work week, 9/80 scheduling, flexible schedules and job sharing. Should a department or division agree to enter into an alternate work week agreement, the department except in cases of emergency as provided below also agrees to meet with the Union as soon as any problems with the alternate schedules are identified. Except in cases of emergency alternate schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternate work schedules the department heads decision is final.

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 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 representative(s).

**6.3 Voluntary Time Off Program**

Full-time, permanent employees may request a reduction in their work through the Voluntary Time Off (VTO) Program as described in the County's Voluntary Time Off Policy as summarized herein. Employees may apply for the VTO Program at any time during the year. Application forms shall be made available through payroll clerks and the Benefits Office. Approved applications for enrollment received after April 1st of each year will be effective the first pay period in July of that year. Approved applications received prior to April 1st will be effective the pay period following receipt of approved applications in Human Resources.

Participating employees shall be considered to be in a full-time pay status and the voluntary reduction in work hours will not affect the following benefits:

- Health Insurance Coverage
- Dental Insurance Coverage
- Basic Life Insurance
- Short Term Disability
- Pay for Work-Out-Of-Class
- Step Increases
- Probationary Period
- Seniority
- Supplemental Life Insurance

There will be no effect on accrual of vacation, sick leave and holidays; however, all regular or normal time taken off during the program for vacation, sick leave, holiday, or compensatory time will be compensated at the reduced hourly rate.

The following benefit areas may be impacted by VTO under the following circumstances:

- Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.
- Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and the corresponding reduced salary may lower the premiums and the benefits derived.
- Retirement: VTO does not impact years of service, but may impact calculation of compensation. Workers should contact the Retirement Office for detailed information.

All applications are subject to approval by the applicant's department head. Applications which are disapproved by the department head, or which are approved for a lesser amount of time than requested will be reviewed by the County Manager and the Human Resources Director whose decision is final.

## **Section 7. Overtime**

### **7.1 Authorization**

All compensable overtime must be authorized by the department head or his/her 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 is regularly employed or in a classification for which the 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 the forty (40) hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off. Only designated work groups are eligible for overtime as defined.

~~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. For the purpose of determining eligibility for overtime compensation, any absence with pay shall be considered as time worked.~~ Effective November 23, 2014, for all employees except Dispatchers and Social Workers in Children and Family Services, for purposes of determining eligibility for overtime compensation, only holidays time off on County-recognized paid holidays shall be considered as time worked. All other absences with pay shall not be considered time worked, except vacation and CTO shall count as hours worked when the employee is called back to work after regular hours pursuant to Section 7.4 of the MOU.

Effective November 23, 2014, in exchange for the change in overtime eligibility, the salary schedules for all employees except Dispatchers and Social Workers in Children and Family Services ~~will be~~ increased by one-half percent (0.5%).

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 (3) 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.

The County will not make a practice of regularly scheduling three (3) minute increments of work time in excess employee's regular work schedule.

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 Human Resources Director shall allocate all job classifications to the following described work groups for purposes of determining categories of employees to be compensated by monetary payment or by compensatory time off. The decision of the Human Resources Director shall be final; provided, however, that prior to changing the work group of an existing classification covered by this Memorandum of Understanding the Human Resources Director 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 employees covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Employees in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. Compensatory time off which accrues in excess of eighty

(80) hours must be liquidated by monetary payment. 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: Employees in Work Group 2 may be compensated for overtime worked only by being allowed compensatory time off.

No more than two hundred forty (240) hours of such compensatory time off may be accumulated at any one time.

When an employee in Work Group 2 is separated from County service, his/her remaining compensatory time shall be added to his/her final compensation.

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

- 3) Work Group 5: Employees in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classifications to work groups, any 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 Call Back**

Employees required to physically report back to work during off-duty hours shall be compensated for a minimum of three (3) hours of overtime pay.

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 workers will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek.

Employees called back to work under this Section 7.4 shall be reimbursed for any bridge tolls incurred as a result of travel from home back to the County location to respond to the call back. Reimbursement requests must be submitted in accordance with County policy and procedures.

**7.5 Compensatory Time Off**

Utilization of compensatory time off shall be by mutual agreement between the department head and the employee. Requests for compensatory time shall not be unreasonably denied. The smallest increment of compensatory time which may be taken off is six (6) minutes. If the Department Head determines that they will not approve a request for compensatory time off, the employee will be so notified and have the opportunity to discuss this matter with the Human Resources Director whose decision shall be final.

**7.6 Scheduled Workday**

Employees covered by this Memorandum of Understanding will not have a scheduled workday reduced in whole or in part to compensate for time which they are ordered to work in excess of another regularly scheduled workday.

**7.7 Out of Town Weekend Work Assignments**

Any employee who is assigned work that requires them to be out of town overnight on one 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 employee is out of town.
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.
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 for Overtime set forth in Section 7 of this MOU.

## Section 8. Shift Differential

### 8.1 Definition

- 1) Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the employee's base pay in the salary range for his/her classification. Effective November 19, 2006, shift differential pay is defined as pay at a rate which is 8% above the employee's base pay.
- 2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time employees shall be at least Twenty Dollars (\$20.00) above the employee's base pay, to be prorated for part-time employees.
- 3) Notwithstanding paragraph (1) above, the shift differential pay for the Licensed Vocational Nurse and Licensed Vocational Nurse Trainee classifications shall be computed as set forth in Exhibit E, attached hereto.

### 8.2 Applicable Shifts

Effective as soon as possible but no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU, employees 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 bona fide rest or meal periods.

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 employees 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 described in Section 8.2 entitled "Applicable Shifts."

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. A split shift is defined as a normal daily shift which is worked over a span of more than nine (9) consecutive hours. Employees required by proper authority to work a split shift shall be paid Three Dollars (\$3.00) per each such split shift worked in addition to all other compensation.

## Section 9. Application of Differentials

If an employee has been receiving a shift differential or some other differential or pay for work-out-of-class as provided in this Memorandum of Understanding or in the Salary Ordinance for thirty (30) or more calendar days immediately preceding a paid holiday, or the commencement of a vacation or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of an employee on a rotating shift shall include the shift differential such employee would have received had they been working during such period.

## Section 10. On-Call ~~Duty~~ Assignments

### A. Policy

When warranted and in the interest of the County operation, department heads may assign employees to on-call status during off-duty time, to ensure that such employees will be available to respond or return to work to address unplanned, unforeseen, or emergency situations. While on-call, an employee is required to be available by phone at all times. While on call, the employee is not on duty, is not required to remain on County premises. An employee is not required to restrict personal activities while on-call, but must remain free of the influence of prescription drugs that adversely affect the employee's ability to safety and effectively perform their job duties, alcohol, and illegal drugs.

This Section clarifies the existing process for the assignment of on-call for employees represented by the AFSCME bargaining units. For the purpose of this Section 10 only, each of the special assignments referred to in subsection B below shall constitute an organizational unit.

### B. On-Call Assignments

1. Regular and Required On-Call Assignments: Each department will designate certain positions required to perform regular and mandatory on-call assignments, for which they earn on-call pay.
2. Voluntary On-Call Assignments: Departments may also designate certain positions eligible to volunteer for on-call assignments.

### C. Process for On-Call Assignment

1. Regular and required on-call assignments, and re-assignments as needed due to employee absences, will be assigned on a rotating schedule and equitably distributed to all employees in such designated positions.
2. For Voluntary on-call assignments, a department may solicit volunteers on a rolling basis, and assignments will be provided on a first come, first serve basis. Individual voluntary on-call assignments may be assigned on an ad hoc basis in the absence of sufficient volunteers.

### D. On-Call Compensation

Compensation for on-call duty shall be computed as follows:

Employees ~~shall be paid an hourly rate of Four Dollars and forty cents (\$4.40) for time in which they are required to be in an on-call status, unless otherwise provided below. Effective the first full pay period following Board of Supervisors' approval of a successor MOU between the parties, employees~~ shall be paid an hourly rate of Five Dollars and forty cents (\$5.40) for time in which they are required to be in an on-call status, unless otherwise provided below

Effective November 19, 2006, employees assigned to the Hazardous Materials Emergency Response Team will receive an additional \$1.50 per hour to the above on-call differential amounts.

Operating Room Technicians and employees of the Clinical Laboratory Scientist Unit shall be paid the hourly equivalent rate of one-half (1/2) their base pay for time in which they are required to be in an on-call status. For the purpose of computing pay, overnight assignment will constitute one (1) day; a week-end in on-call status will constitute three (3) days for pay purposes.

Radiologic Technologists, Imaging Specialists, and Respiratory Therapists shall be paid the hourly equivalent rate of one-half (1/2) their base pay for time in which they are required to be in an on-call status.

Environmental Health Division employees shall be granted eight (8) straight-time hours compensatory time off for each sixty-one (61) hour weekend shift during which they are in on-call status.

Refer to Exhibit E regarding On-Call Duty provisions for Licensed Vocational Nurses and Licensed Vocational Nurse Trainees.

An employee receiving call-back pay shall not be entitled to "on-call" pay simultaneously.

## Section 11. Bilingual Pay

~~Effective February 24, 2019 (for all represented classifications excluding those in the Human Services Unit), and effective March 24, 2019 (for all represented classifications in the Human Services Unit), a~~ salary differential of Seventy Dollars (\$70.00) biweekly shall be paid 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. Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Under no circumstances is bilingual pay retroactive.

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 on a biweekly basis.

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, Department must submit request for continuation with the Human Resources Department.

If any worker'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.

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 their supervisor, who will approve or decline

the request for bilingual pay. If the supervisor declines the request the employee may submit the matter to Employee Relations who will investigate the matter within thirty (30) days.

**11.1 Hiring and Selection**

The County will continue to recruit and hire employees based on a specific need for bilingual skills.

**11.2 Testing**

All employees hired to fill positions requiring bilingual skills will be tested for bilingual proficiency.

**11.3 Continued Use of Bilingual Language Skill**

Employees hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Nothing herein precludes any of the above specified employees from promoting to higher classifications.

**11.4 Transfers**

Transfers of employees occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the Memorandum of Understanding. It is recognized that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

**11.5 Review**

The number and location of bilingual pay positions shall be periodically reviewed by management. The Union and the affected employee(s) will be given reasonable notice prior to loss of the bilingual pay differential if the number of filled positions in a specific division or geographical location is to be reduced.

**11.6 Administration**

Administration of the bilingual pay plan will be the overall responsibility of the Human Resources Department. Any disputes concerning the interpretation or application of the bilingual pay plan shall be referred to the Human Resources Director whose decision shall be final.

**Section 12. Mileage Reimbursement Policy**

**12.1 General**

Except where indicated below, the County does not reimburse employees 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 Human Resources Department Director 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 change its rate to coincide with that set by the IRS.

**12.2 Definition of Regular Work Location:**

The County facility(ies) or designated area(s) within the County where an employee reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which an employee is assigned for a period in excess of twenty (20) consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments which extend beyond twenty days may be considered for a mileage reimbursement eligibility extension not to exceed a total of ten (10) additional work days. All approval authority for extensions rests with the Human Resources Director whose decision shall be final.

An employee is entitled to mileage reimbursement under the conditions specified below:

- 1) Once an employee arrives at his/her regular work location, any subsequent work related travel in the employee's own vehicle shall be eligible for mileage reimbursement.
- 2) Travel to Trainings and Conferences
  - a) If an employee uses his/her own vehicle for travel to and from any required training program or conference, the employee shall be entitled to mileage reimbursement for all miles traveled unless the employee is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the employee's regular work location.
  - b) If an employee uses his/her own vehicle for travel to and from any optional work related training program or conference the employee may, with department head pre-approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
- 3) An employee who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.

For Example: An employee's residence is in Burlingame and regular work location is in San Mateo. Distance from home to work is 8 miles. Because of an early morning meeting, the employee must travel from home to Redwood City, a distance of 21 miles. Based upon the above rule, the employee would be entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (distance from home to Redwood City).

- 4) An employee who is required to engage in any work related travel at the conclusion of which the employee's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence. For example: An employee's residence is in Palo Alto and regular work location is in Redwood City. Distance from home to work is 13 miles. The employee has a meeting at the Hayward City Hall (31 miles) which will not conclude until 5:00 p.m. and therefore, the employee will go directly home, a distance of 31 miles. Based on the above rule, the employee would be entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 31 miles (distance from Hayward to home).

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

### **Section 13. Tuition Reimbursement**

The County may reimburse an employee for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content of the courses are closely related to the employee's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Director with concurrence of the County Manager. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree, or for courses taken as part of a program of study for a trades certificate at a bona fide institution of learning as required by the Fair Labor Standards Act, will be evaluated individually for job relatedness under the above-described criteria. The employee must both begin and successfully complete the course while employed by the County.

The employee must submit an application on the prescribed form to his/her department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. In order to be reimbursed the employee's application must have been approved before enrolling in the course. If a course is approved and later found to be unavailable, a substitute course may be approved after enrollment. Upon completion of the course the employee must submit to the Human Resources Department a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. Human Resources shall, if it approves the request, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. The County will reimburse up to \$50.00 per course for books and other required course materials (excluding laptops and other electronic devices), under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

## **Section 14. Layoff and Reemployment**

### **14.1 Definition of Layoff**

~~Any department head may, with the Board of Supervisors approval,~~The County may layoff employees because of lack of work, lack of funds, reorganization, or otherwise when in the best interest of the County.

### **14.2 Notice of Layoff**

The department head will give at least thirty (30) days advance written notice to employees to be laid off except in an emergency situation in which case the Human Resources Director may authorize a shorter period of time.

### **14.3 Precedence by Employment Status**

No permanent employee shall be laid off while employees working in extra-help, seasonal, temporary, provisional, or probationary status are retained in the same classification unless that employee has been offered the extra-help, seasonal, temporary, or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- 1) Extra-Help, Term, or Seasonal
- 2) Temporary
- 3) Provisional
- 4) Probationary - among probationary employees in a given classification, order of layoff shall be according to reverse order of seniority as determined by total continuous County civil service, not continuous time in that probationary period. Employees in flexibly-staffed positions serving a second probationary period (at a higher level classification in the series) shall not be considered probationary for layoff purposes.

### **Seniority**

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above. For employees within the Court, all Court service time counts in determining seniority within the Court. If an employee transfers or otherwise moves from the Court to a County position, or if an employee transfers or otherwise moves from a County position to the Court, only the employee's time in the Classified service counts in determining seniority for purposes of layoff. Subject to Court participation, the County and Union agree to reopen this language within the first six (6) months following the effective date of this agreement.

The following provisions shall apply in computing total continuous service:

- 1) The following shall count as County service:
  - a. Time spent on military leave
  - b. Leave to accept temporary employment of less than one (1) year outside the County government, and
  - c. Leave to accept a position in the unclassified service.
- 2) Periods of time during which an employee is required to be absent from his/her position by reason of an injury or disease for which they are entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that employee's seniority rights.
- 3) Time worked in an extra-help or seasonal status shall not count as County service.
- 4) Time worked in a permanent, probationary, provisional, or temporary status shall count as County service. Part-time status shall count at the rate of one (1) year of continuous employment for each 2080 straight-time hours worked.

If two (2) or more employees have the same seniority, the examination scores for their present classification shall determine seniority.

**14.4 Identification of Positions for Layoff**

- 1) The classifications in a flexibly staffed series are treated as one classification for purposes of layoff.
- 2) When a classification has formal numbered options, each of which specifies separate hiring criteria, each option shall be treated as a separate classification for layoff purposes.

**14.5 Procedures**

- 1) A displaced employee will be transferred to any vacancy with equivalent FTE status in his/her classification in his/her home department. For the purpose of this section, the following shall be considered "departments":

- Agriculture, Weights and Measures
- Assessor, County-Clerk Recorder & Chief Elections Officer
- Board of Supervisors
- Child Support Services
- Controller
- Coroner
- County Counsel
- County Managers Office/Clerk of the Board
- Court
- District Attorney
- Fire Protection Services
- Health System – San Mateo Medical Center
- Health System – All Other Health
- Housing
- Human Resources Department
- Human Services Agency

Information Services Department  
Parks Department  
Planning and Building  
Probation  
Public Works  
Library  
Sheriff's Office  
Tax Collector/Treasurer/Revenue Services

If no vacancy with equivalent FTE status exists in the employee's classification in the home department an employee shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which they have bumping rights. Employees who choose this option shall have a list of all vacancies provided by the County. The County will arrange for interviews for vacancies in which the employee is interested.

- 2) Employees who are notified that they will be laid off shall have the choice to take a voluntary demotion within the same department to any classification, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
- 3) On a departmental basis, displace the employee in the same classification having the least seniority in County service. Displaced employees may request the Human Resources Director to place the employee's name on the promotional eligible list or open eligible list for any classification for which, in the Human Resources Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 14.3.
- 4) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, an employee may, with the approval of the Human Resources Director and the department head, demote or transfer to a vacant position for which they possess the necessary skills and fitness.
- 5) A transfer, for layoff purposes is defined as a change from one position to another in the same classification or in another classification, the salary range of which is not more than ten percent (10%) higher.
- 6) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the classification within the last five (5) years.
- 7) In addition to all other options, employees in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

#### **14.6 Names of Employees Laid Off to be Placed on Reemployment and General Eligible Lists**

The names of employees laid off shall be placed on reemployment eligible lists as hereinafter specified. Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off or whose positions

were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in subsection 14.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.

The general reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 14.6 shall not apply to employees who have accepted severance pay as defined in Section 15 of this MOU entitled "Severance Pay" upon termination of employment.

#### **14.7 Abolition of Position**

The provisions of this Section 14 shall apply when an occupied position is abolished resulting in a classified employee losing status in his/her assigned classification in his/her department.

### **Section 15. Severance Pay**

#### **15.1 Application**

Unless herein provided for in Section 15.3, in the event that an employee's position is abolished and such employee is unable to displace another County employee as provided in Section 14 of this Memorandum of Understanding, such employee shall receive reimbursement of 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 such employee's unused sick leave; provided, however that such employee shall be eligible for reimbursement only if the employee remains in the service of the County until his/her 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.

Severance pay as described in Section 15.1 above shall not be denied because a full time employee refuses to take a position which requires twenty-nine (29) hours or less work per week.

#### **15.2 Health Benefits Following Layoff**

The County agrees to pay the County premium for nine (9) months of medical coverage for an individual who is laid off. This coverage is contingent on the following conditions:

- the individual has not refused a County job offer;
- the individual is unemployed;
- the individual continues to pay their share of the premium and
- the coverage is for health only and does not cover dental or vision.
- Such coverage runs concurrently with COBRA and CalCOBRA.

#### **15.3 Education Stipend**

If an employee is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay up to four thousand dollars (\$4,000) for tuition

or fees in payment for accredited courses or training taken within twelve (12) months of layoff, and taken for the purpose of finding new employment. The administration of this new benefit will be determined by mutual agreement between the County and the Union

## Section 16. Holidays

### 16.1 Eligibility

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, 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 in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

### 16.2 Holidays

The holidays for the County are:

- |  |                                       |
|--|---------------------------------------|
| 1) January 1   | (New Year's Day)                      |
| 2) Third Monday in January   | (Martin Luther King, Jr.'s Birthday)  |
| <del>February 12 *</del>   | <del>(Lincoln's Birthday)</del>       |
| 3) Third Monday in February  | (Washington's Birthday)               |
| 4) Last Monday in May  | (Memorial Day)                        |
| 5) <u>June 19</u>  | <u>(Juneteenth)</u>                   |
| 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. |                                       |

\*\* Effective February, 2001, the Lincoln's Birthday holiday ~~shall be~~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.

### **16.3 Holiday Falling on a Sunday**

If one of the holidays listed above falls on Sunday and the employee is not scheduled to work that day, the holiday will be observed on Monday.

In County facilities where there is 24-hour per day coverage, employees in those facilities, and Park Rangers working 7-day per week coverage, shall observe holidays on the actual day of the holiday.

### **16.4 Holiday Falling on Employee's Regular Day Off**

If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.

### **16.5 Hours Worked on a Holiday**

Employees working on a holiday shall be compensated for such time worked at the rate of one and one-half (1 ½) times the straight-time rate as provided in Section 7 Overtime.

## **Section 17. Election Days**

The County does not intend to prohibit employees from being absent from work on election days if employees can charge such time off to a floating holiday, accumulated vacation, or compensatory time. Every effort will be made to grant their requests unless the absences would be likely to create serious problems in rendering proper services to the public.

## **Section 18. Vacations**

### **18.1 Vacation Allowance**

Employees, excluding seasonal and extra-help, or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule, based on a full time work schedule. Accruals listed are prorated for part time employees:

Effective the first full pay period following Board approval of a successor MOU in 2022, vacation accrual shall be as follows:

- 1) During the first five (5) years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- 2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of ~~4.9~~five (5) hours per biweekly pay period worked.
- 3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of ~~5.9~~six (6) hours per biweekly pay period worked.
- 4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of ~~6.5~~seven (7) hours per biweekly pay period worked.

- 5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of ~~6.8~~eight (8) hours per biweekly pay period worked.
- 6) After the completion of twenty five (25) years of continuous service, vacation will be accrued at the rate of ~~7.4~~nine (9) hours per biweekly pay period worked.
- 7) No employee will be allowed to have an accumulation of more than fifty-two (52) biweekly pay periods vacation accrual to his/her credit at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- 8) No vacation will be permitted prior to the completion of thirteen (13) biweekly pay periods of service. Such service includes time in an extra-help status provide that there has not been a break in service as specified in paragraph (10) below.
- 9) Vacation may be used in increments of six (6) minutes.
- 10) Seasonal and extra-help employees do not accrue vacation credits, except that the service of an employee in a seasonal or extra-help capacity shall be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra-help or seasonal capacity may not be included if it preceded a period of over twenty-eight (28) consecutive calendar days during which the employee was not in a pay status.

## **18.2 Vacation Schedule**

The time at which employees shall be granted vacation 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.

## **18.3 Vacation Allowance for Separated Employees**

When an employee is separated from County service his/her remaining vacation allowance shall be added to his/her final compensation.

## **Section 19. Sick Leave**

### **19.1 Accrual**

Effective until June 12, 2022, All employees, except extra help or seasonal employees, shall accrue "old sick leave" at the rate of three and seven-tenths (3.7) hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any employee, ~~except extra help or seasonal employees,~~ who works less than full time during a pay period. For the purpose of this Section, absence in a pay status shall be considered work. Effective June 12, 2022, "old sick leave" will cease to accrue for all employees.

Effective June 12, 2022, employees will accrue “new” sick leave at a rate of three and seven-tenths (3.7) hours for each biweekly pay period of full-time work. “New” sick leave will have no cash value and will not have conversion value for the purpose of sick leave conversion for retiree health coverage. Such accrual will be prorated for an employee who works less than full time during a pay period. For the purpose of this Section, absence in a pay status shall be considered work.

“New” sick leave can accrue up to a cap of seven hundred twenty (720) hours. Once an employee accrues up to the cap of seven hundred twenty (720) hours, the employee will cease to accrue sick leave until such time the employee uses sick leave to reduce accrued hours below the cap.

A break in service of twenty-eight (28) days or more will result in the forfeiture of all accrued, unused old and new sick leave. An approved leave of absence, including FMLA/CFRA, disability, and pregnancy disability leave, will not constitute a break in service for the purpose of this section.

## **19.2 Usage**

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

4)1) Diagnosis, care, or treatment of an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates them 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.

5)2) The employee's receipt of preventative care or required medical or dental care or consultation.

6)3) The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on a member of the immediate family who is ill. For the purpose of this Section 19.2, immediate family means parent, spouse, domestic partner, son, daughter, sibling, stepchild, mother-in-law, father-in-law, grandparent or grandchild.

7)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.

8)5) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse for up to six (6) weeks immediately after the birth or arrival of the child in the home.

Sick leave 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.

9)6) An employee who is a victim of domestic violence, sexual assault, or stalking may use up to one half (1/2) of their annual sick leave allotment 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.

An employee may elect to use their full amount of “new” sick leave in advance of drawing on “old” sick leave accrued before June 12, 2022.

### **19.3 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.

Before an employee may be paid for the use of accrued sick leave they shall complete and submit to their department head a request stating the dates and hours of absence, and such other information as is necessary for the request to be evaluated.

If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

The sick leave request shall be treated confidentially.

The department head may require a physician's statement from an employee who applies for sick leave. The County agrees to accept doctor's notes from an employee, regardless of the employee's health care provider, as documentation of an employee absence.

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.

Employees who are absent from work because of illness or injury shall not be disciplined because they are unable to provide a physician's certificate when said document has not been requested prior to the employee's return to work.

An employee who has exhausted their accrued sick leave balance may use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 19, unless such employee has been documented by management for attendance problems within the last four (4) months, in which case such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 19.

### **19.4 Accounting for Sick Leave**

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

**19.5 Credits**

When an employee who has been working in a seasonal or extra-help category is appointed to a permanent position such appointee shall receive credit 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 them 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.

**19.6 Incapacity to Perform Duties**

If the appointing authority has been informed through a doctor's report of a medical examination, that an employee is not capable of properly performing their duties, they may require the employee to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

**19.7 Use of Sick Leave While on Vacation**

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- 1) was hospitalized during the period for which sick leave is claimed, or
- 2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- 3) was preparing for or attending the funeral of a member of the immediate family.

To have sick leave considered in lieu of vacation the request and substantiation must be provided within ten (10) days of the employees' return to work.

**19.8 Sick Leave During Holidays**

Paid holidays shall not be considered as part of any period of sick leave, unless the employee is scheduled to work on that holiday.

**19.9 Catastrophic Leave**

Leave credits may be transferred from one or more donating employees to another receiving employee under the following conditions:

- 1) The receiving employee is a permanent full or part-time employee whose participation has been approved by their department head;
- 2) The receiving employee or the receiving employee's spouse/domestic partner or direct family member has sustained a life threatening or debilitating illness, injury or condition. (The Department Head may require that the condition be confirmed by a doctor's report);
- 3) The receiving employee has or will have exhausted all paid time off;
- 4) The receiving employee must be prevented from returning to work for at least thirty (30) days and must have applied for a medical leave of absence.

The County shall address changes to the Catastrophic Leave policy through a County-wide process. The County will prepare a modified policy and present it to all labor organizations for comments at the Benefits Committee in January 2019.

**Transferring Time**

Vacation and holiday time may be transferred by employees in all work groups. Compensatory time may be transferred by employees in work groups 1, 2, 4, and 5.

Sick leave may be transferred at the rate of one (1) hour of sick leave for every four (4) hours of other time (i.e., holiday, vacation, MOT or compensatory time).

Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

Donations must be a minimum of eight hours and thereafter in whole hour increments.

The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of a Catastrophic Leave recipient. In that event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave would be returned to the last employee(s) to have donated).

**Appeal Rights**

Employees denied participation in the program by the department head may appeal the decision to the Human Resources Director and the County Manager whose decision shall be final.

**Section 20. Leaves of Absence**

**20.1 General**

Employees shall not be entitled to leaves of absence 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 also grants to the 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 shall be based on the presumption that the employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in Section 20 shall abridge the rights to which employees are entitled under the Family and Medical Leave Act (FMLA). Information regarding FMLA is contained in the Letters section of this MOU.

**Total Period of Leave:**

Except for Disability Leaves as provided above and in Section 20.4 (2) (c) below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) biweekly pay periods.

**Approval and Appeals:**

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

## 20.2 Benefit Entitlement

Employees on leaves of absence without pay for more than two (2) biweekly pay periods shall not be entitled to payment of the County's portion of the premiums for the health, dental, life, or long-term disability insurance, except as provided hereinafter. The entitlement to payment of the County's portion of the premiums shall end on the last day of two (2) full biweekly pay periods in which the employee was absent.

An employee who is granted a leave of absence without pay for reasons of the employee's illness or accident shall be entitled to two (2) biweekly pay periods of the County's portion of the insurance premiums for each year of County service, or major fraction thereof, up to a maximum of twenty-six (26) biweekly pay periods payment of premiums.

Where applicable, payment of the County's portion of the insurance premiums described in this Section 20.2 shall count toward fulfillment of statutory requirements for payment of the County's contributions toward health insurance under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL).

## 20.3 Seniority Rights and Salary Adjustments

Any authorized absence without pay (regardless of length) which begins on or after October 20, 1996, shall not be included in determining salary adjustment rights, or any seniority rights, based on the length of employment.

## 20.4 Job Incurred Disability Leave

### 1) Job Incurred Disability Leave With Pay

- a) Definition: Job incurred disability leave with pay is an employee's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of their employment which has been declared to be compensable under the Workers' Compensation Law.

Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave with pay.

- b) Payment: Payment of job incurred disability leave shall be at the base pay of the employee, and shall be reduced by the amount of temporary disability indemnity received, pursuant to Workers' Compensation Law.
- c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave an employee must submit a request on the prescribed form to their department head describing the illness or accident and all information required for the department head to evaluate the request. The employee must attach to the request a statement from a physician certifying to the nature, extent, and probable period of illness or disability.

No job incurred disability leave with pay may be granted until after the County, the County Workers' Compensation Adjuster, or the State Compensation Insurance Fund has declared the illness or injury to be compensable under the California Workers' Compensation Law and has accepted liability.

- d) Length of Job Incurred Disability Leave With Pay: Eligible employees shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a

maximum of ninety (90) calendar days for any one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.

## 2) Job Incurred Disability Leave Without Pay

- a) Definition: Job incurred disability leave without pay is an employee's absence from duty without County pay because of disability caused by illness or injury arising out of and in the course of their employment which has been declared to be compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled employee has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time-off accruals may also be used.
- b) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive job incurred disability leave without pay an eligible employee must submit a request on the prescribed form to their department head describing the illness or accident and all information required for the department head to evaluate the request. The employee must attach to the request a statement from a physician certifying as to the nature, extent, and probable period of illness of disability.
- c) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty-six (26) biweekly pay periods for any one injury. The combined total of job incurred disability leave with pay and job incurred disability leave without pay for one accident or illness may not exceed thirty-two (32) biweekly pay periods. In the event an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

## 20.5 **Leave of Absence Without Pay**

### 1) General Provisions

- a) Qualifying: Only permanent or probationary employees occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.
  - b) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, an employee must submit a request on the prescribed form to their department head describing the reasons for the request and all other information required for the department head, or their representative, to evaluate the request.
  - c) Granting of Leaves of Absence Without Pay: An appointing authority may grant leave of absence without pay for up to a maximum of two (2) biweekly pay periods. Leaves of absence of more than two (2) biweekly pay periods must be approved by the Human Resources Director and shall be subject to review by the County Manager, whose ruling shall be final.
- 2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury: Leaves of Absence without pay on account of illness or injury which are not job incurred may be granted for a maximum period of twenty-six (26) full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.
  - 3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons unrelated to illness or injury (including but not limited to being employed on a full-

time basis by the Union(s) signatory to this Memorandum) may be granted for a maximum period of thirteen (13) full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, an employee may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one (1) weeks' vacation be retained. The decision of the Human Resources Director shall be final.

- 4) Leaves of Absence Without Pay for Union Work: Leaves of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of thirteen (13) full biweekly pay periods. Employees are entitled to retain any accrued vacation and holiday credits while on such leaves.

In the event that an employee on approved Union leave want to continue group benefits coverage (including medical, dental, vision and life insurance) through the County plans, arrangements will be made for the Union to reimburse the County for the costs associated with continuing such coverage.

- 5) Parental Leave: An employee/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one (1) year following the child's birth, or one (1) year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of thirteen (13) biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Employees who must assume custody of a minor will be eligible for parental leave.

## **20.6 Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California as well as the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall govern military leave of County employees.

## **20.7 Absence Due To Required Attendance in Court**

Upon approval by the department head, an employee, other than extra-help or a seasonal worker, shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena related to the employee's San Mateo County employment or by direction of proper authority, in accordance with the following provisions:

- 1) Said absence from duty will be with full pay to a maximum of eight hours for each day the employee serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- 2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- 3) An employee required to appear in court in a matter unrelated to their County job duties or because of civil or administrative proceedings that they initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP

or Peninsula Conflict Resolution Center (PCRC) mediation proceedings, or administrative proceedings related to the Meyers Millias Brown Act or the MOU between the parties.

- 4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.

**20.8 Educational Leave of Absence With Pay**

Educational leave of absence with pay may be granted to employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay an employee must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request.

The County may, after approval of an employee's application, grant a leave of absence with pay for a maximum of sixty-five (65) working days during any fifty-two (52) biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least thirteen (13) biweekly pay periods of continuous service and who are not extra-help, temporary or seasonal. Such leaves will be granted only in cases where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above described criteria. The employees must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

Additional provisions to educational leave for Licensed Vocational Nurses shall be found in Exhibit E.

**20.9 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.

**Absence Without Leave**

Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for four (4) or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

**20.10 Bereavement Leave**

The County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parents, 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.

In addition, employees may utilize accrued sick leave pursuant to Section 19.2-4.

**Section 21. Hospitalization and Medical Care**

**21.1 Payment of Healthcare Premiums**

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 seventy-five percent (75%) of the total premium for the Blue Shield ~~POS-PPO~~ Plan (employees pay twenty-five percent (25%) of the total premium)-.

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.

**21.2 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 (½) of the County contribution to hospital and medical care premiums described above for full-time employees.

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 eighty five percent (85%) of the Kaiser-County-offered group High Deductible Health Plan (HDHP) or three-fourths (3/4) of the County contribution to 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 who are 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.

**21.3 Healthcare Legislation Reopener**

Upon request from the County or the Union, the parties will reopen Section 21 during the term of the agreement if necessary to address changes required under the ACA or other healthcare legislation.

**21.4 Retiree Health Reimbursement Account**

Effective June 12, 2022, the County will establish a Retiree Health Reimbursement Account (RHRA) for each active employee, to which the County and employees contribute to save, on a nontaxable basis, money to help pay the cost of eligible medical expenses after terminating from County employment. The RHRA is intended to constitute a “health reimbursement arrangement” within the meaning of IRS Notice 2002-45.

A. Contributions

The following contributions will be made to each employee’s RHRA:

- 1. County Contributions for Employees Hired On or After June 12, 2022:

Effective June 12, 2022, the County will contribute fifty dollars (\$50) per month to the RHRA for each full time employee hired on or after June 12, 2022, prorated for part time employees.

To receive and become vested in the County's monthly RHRA contributions, an employee must complete five (5) years of continuous, paid County employment in a regular position. During an employee's initial five (5) years of employment with the County, the County will not contribute to the employee's RHRA. Upon successful completion of five (5) years of regular employment with the County, the County will contribute a lump sum of three thousand dollars (\$3,000) (the equivalent of \$50 per month for five years of service), prorated for part time employees. Each month thereafter, the County will deposit fifty dollars (\$50) per month to the full time employee's RHRA, prorated for part time employees. Once vested in the County's contributions to the RHRA, if the employee separates from County service prior to attaining benefit eligibility, the employee and County contributions in the account will remain in the individual's name and will be invested as directed by the individual.

A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in calculation of the employee's RHRA vesting service requirement. An approved leave of absence, including FMLA/CFRA, disability, and pregnancy disability leave, will not constitute a break in service for the purpose of this section.

If an employee's County employment terminates before completion of five (5) years of continuous County employment, the employee will not receive County contributions to the employee's RHRA.

Upon an employee's separation from employment with the County, the County will cease contributions to that individual's RHRA. Employees will have no vested right in ongoing County contributions to the RHRA; the contributions may be increased, decreased or frozen at any time in accordance with future MOU's.

2. *Mandatory Employee Contributions:* Three types of employee contributions will be made to the RHRA, as specified below. These employee contributions are mandatory. No employee will have any right to elect to receive cash or any benefit in lieu of the contributions.

a. *Regular Contribution:* Effective June 12, 2022, each employee hired on or after June 12, 2022 will contribute fifty dollars (\$50) per month to the employee's RHRA. An employee's RHRA contributions, including any allocable investment earnings, are 100% vested at all times.

b. *Unused CTO and Vacation Accruals:* For all employees regardless of hire date, at separation from County service, a percentage of the employee's earned and unused Compensatory Time Off, and a percentage of the employee's earned and unused vacation will be cashed out and deposited into the employee's RHRA; except if the employee dies while in County employment, then CTO and vacation accruals will not be deposited into the employee's RHRA and will instead be converted to cash and distributed to the employee's estate. The Union will advise the County by May 2, 2022 what uniform percentages, if any, of CTO and vacation will be cashed into the RHRA at separation for employees in the bargaining unit.

- c. *Converted Old Sick Leave for Employees Hired Before June 12, 2022.* For employees hired before June 12, 2022, who retire on or after June 12, 2022 simultaneous with separation from County service, upon retirement from the County, contributions of “old” sick leave will be made to an eligible employee’s RHRA subject to the terms and conditions specified in **Section 21.5** of the MOU.

## B. Distributions

After an employee separates from County employment, the employee’s RHRA funds may be used for any eligible medical expenses incurred by the employee, the employee’s spouse, or the employee’s eligible dependents. “Eligible medical expenses” are expenses described in section 213(d) of the Internal Revenue Code, as amended from time to time, including but not limited to, qualifying insurance premiums, deductibles, co-pays, prescription drugs, eyeglasses & contact lenses, dental care, medical equipment costs and other qualifying expenses. RHRA funds may not be used for any other purpose, including cash out or conversion to another plan.

In addition, the use of the RHRA funds will be subject to the terms of the governing RHRA plan document.

The parties acknowledge that the RHRA plan will be subject to non-discrimination testing. Non-compliance with non-discrimination rules may result in taxation of discriminatory coverage. In the event of taxation of discriminatory coverage, the parties will reevaluate and negotiate changes to the plan design to comply with non-discrimination rules.

## C. Fees and Forfeitures

### 1. Fees

- a. Employees and retirees will be responsible for payment of RHRA basis point fees, mutual fund fees, and annual system charges.
- b. The County will be responsible for payment of the PCORI fees.

2. Forfeitures: Plan forfeitures will first be allocated to the County to cover the cost of future PCORI fees as well as those dating back to the transition date (June 12, 2022). Remaining forfeitures will be allocated among qualifying participants in the plan. Qualifying participants include existing employees with five (5) or more continuous years of County service in a regular position, and retirees with RHRA plans established on or after June 12, 2022.

3. The County will provide an annual report of County-wide fees and forfeitures to the Deferred Compensation Committee.

## **21.53 “Old” Sick Leave Conversion to Health Coverage Upon Retirement and Retiree Health Benefit for Employees Hired by the County Before June 12, 2022 – Tier One**

A. The following terms apply only to employees hired by the County before June 12, 2022:

1. Employee Contribution: Effective on the transition date (“June 12, 2022”), all employees hired before the June 12, 2022 will contribute seven-tenths of a percent (0.7%) of the employee’s base wage rate each pay period for the duration of their employment with the County, to the County to contribute to the cost of the retiree health benefit described herein.

2. “Old Sick Leave” will be defined as sick leave earned before June 12, 2022. Old Sick Leave will cease to accrue as of June 12, 2022 (“transition date”). For employees hired by the County before June 12, 2022, old sick leave accrued and unused as of June 12, 2022, with the exception of one hundred ninety two (192) hours, will be removed from the employee’s sick leave bank. A record of the number of frozen hours of old sick leave will be kept on file with the County, pending the employee’s retirement from County service.
3. Employees hired before June 12, 2022 will retain up to one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank to use as needed.
  - i. Employees hired before June 12, 2022 who take long-term, FMLA, CFRA or disability (including pregnancy disability) leaves of absence on or after June 12, 2022, who exhaust their one hundred ninety-two (192) hours of Old Sick Leave hours, as well as their New Sick Leave accrued after June 12, 2022, will be permitted to use additional hours of Old Sick Leave upon request for sick leave purposes listed in this MOU.
  - ii. Employees hired before June 12, 2022 who have less than one hundred ninety-two (192) hours of accrued, unused Old Sick Leave in their sick leave bank will retain remaining Old Sick Leave in their sick leave bank to use as needed.
4. A break in service of twenty-eight (28) days or more will result in the exclusion of prior service in the calculation of hire date and service time for the purpose of this section.
5. “Severed by reason of retirement” is defined as an employee retiring and drawing pension benefits from SamCERA simultaneous with separation from the County employment.

**B. For Employees Hired Before June 12, 2022, With Less Than Fifteen (15) Years Of Service, Whose Employment With The County Is Severed By Reason Of Retirement:**

1. Unless otherwise provided in this MOU, For employees hired prior to January 1, 2011 June 12, 2022 whose employment with the County is severed by reason of retirement during the term of this MOU, and who have less than fifteen (15) years of service at retirement, shall be reimbursed by the County will contribute to the retiree’s RHRA in the amount of for the the employee’s unused, frozen, old sick leave at time of retirement on the following basis:

- 1.—a. For employees hired prior to January 1, 2011, for each eight (8) hours of unused, frozen, old sick leave at time of retirement (including any remaining, unused hours from the 192 hours of old sick leave left in the employee’s sick leave bank as of the transition date), the County shall contribute four hundred forty dollars (\$440). towards one (1) month's premium for health coverage or for dental coverage for the employee and eligible dependents (if such dependents are enrolled in the plan at the time of retirement). The County shall not be obligated to contribute at a rate in excess of \$165.00 per 8 hours of unused sick leave per month for the retired employee to continue health or dental coverage (e.g., if an employee retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums on said employee for a period of 40 months). For employees who retire with 45% or more of the total amount of sick leave they could have accrued during their career with the County of San Mateo, the conversion rate for each 8 hours of unused sick leave shall be \$195.00.

Employees may increase the number of hours per month to be converted up to a maximum of 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e.g., if a worker converts 12 hours, they would be reimbursed \$247.00 instead of \$165.00). The number of hours to be converted shall be set

~~upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).~~

~~For employees who retire on or after January 1, 2008, the conversion rate for each 8 hours of sick leave will be increased from \$165.00/\$195.00 to \$420. In no event will changes in the Kaiser premium or application of the 2% or 4% increases listed below result in the \$420 rate being reduced.~~

~~For employees who retire with 20 or more years of service with the County of San Mateo, the \$420 rate will be increased by 4% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-only premium non-Medicare rate.~~

~~For employees who retire with at least 15 but less than 20 years of service with the County of San Mateo, the \$420 rate will be increased by 2% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium non-Medicare rate.~~

~~For employees who retire after January 1, 2007 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$400. For employees who retire after January 1, 2008 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$420. For employees who retire after January 1, 2009 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$440.~~

~~Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.~~

~~b. For eEmployees hired on or after 4-1-2011 January 1, 2011 and before June 12, 2022, for each eight (8) hours of unused, frozen, old sick leave at time of retirement, the County shall contribute four hundred dollars (\$400). receive \$400 per 8 hours of accrued sick leave. No inflation factor and no conversion at a lower number of hours. Section 21.6 remains in effect.~~

C. For Employees Hired Before June 12, 2022, Whose Employment With The County Is Severed By Reason Of Retirement, Who Retire **With Fifteen (15) or More and Less than Twenty (20) Years Of Service:**

For an employee hired before June 12, 2022, who has fifteen (15) or more and less than twenty (20) years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute eight hundred and ninety one dollars and ninety five cents (\$891.95) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$891.95 into the retiree's RHRA on a monthly basis. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be four hundred forty five dollars and ninety seven cents (\$445.97) per month paid until the retiree would have

- reached the age of Medicare eligibility. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County will contribute an amount each month specified herein.
    - a. For married retirees, the Medicare-eligible benefit will be double the single premiums specified herein. As with the pre-Medicare-eligible benefits, the County's payments will be based on the retiree's Medicare eligibility only, with this benefit payable while the retiree is age 65 and older. The spouse's age will not influence the amount of the County's maximum payment.
  3. The Medicare-eligible benefit will be payable for ten (10) years.
    - a. For retirees who retire prior to age 65, this benefit will first be payable at age 65 and continue for ten (10) years.
    - b. For retirees who retire at or after age 65, the benefit will be payable for ten (10) years after retirement.
    - c. If the retiree dies before the ten (10) year period expires, a surviving spouse will receive the Medicare-eligible benefit for one (1) person for the remaining period of time until the ten (10) year period would have expired for the retiree.
  4. Effective for retirees who retire on or after June 12, 2022, the County's Medicare-eligible benefit contribution will be one hundred fifty seven dollars and eleven cents (\$157.11). The County's Medicare-eligible contribution will be adjusted each year in accordance with adjustments made by the Centers for Medicare and Medicaid Services to the retiree cost of Medicare Part B, not to exceed an annual adjustment of 5.8% between 2023 and 2026, and not to exceed an annual adjustment of 5% in 2027 and beyond.
  5. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
  6. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in **Section 21.5, subsection C(1) or C(2)** toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's RHRA.

For retirees not enrolled in County benefit plans, the County will deposit the contribution specified in **Section 21.5, subsection C(1) or C(2)** into the retiree's RHRA on a monthly basis.

7. At the time of retirement, the County will deposit an amount into the retiree's RHRA equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

D. For Employees Hired Before June 12, 2022, Whose Employment With The County Is Severed By Reason Of Retirement, Who Retire **With Twenty (20) or More Years Of Service:**

For an employee hired before June 12, 2022, who twenty (20) or more years of County service, and whose employment with the County is severed by reason of retirement:

1. From the date of retirement until the retiree reaches the age of Medicare eligibility, the County will contribute one thousand one hundred eighty nine dollars and twenty-seven cents (\$1,189.27) per month to the retiree for the purchase of medical, dental and vision insurance through the County health plans. For retirees not enrolled in County benefit plans, the County will deposit the \$1,189.27 into the retiree's RHRA on a monthly basis. If the retiree passes away before the age of 65, the benefits payable to a surviving spouse will be five hundred ninety four dollars and sixty three cents (\$594.63) per month, paid until the retiree would have reached the age of Medicare eligibility. Retirees who retire at or after age 65 (the age of Medicare eligibility) will not be eligible to receive any portion of the pre-65 benefit.
2. When the retiree reaches the age of Medicare eligibility, the County will contribute an amount each month specified herein.
  - a. For married retirees, the Medicare-eligible benefit will be double the single premiums specified herein. As with the pre-Medicare-eligible benefits, the County's payments will be based on the retiree's Medicare eligibility only, with this benefit payable while the retiree is age 65 and older. The spouse's age will not influence the amount of the County's maximum payment.
3. The Medicare-eligible benefit will be payable for ten (10) years.
  - a. For retirees who retire prior to age 65, this benefit will first be payable at age 65 and continue for ten (10) years.
  - b. For retirees who retire at or after age 65, the benefit will be payable for ten (10) years after retirement.
  - c. If the retiree dies before the ten (10) year period expires, a surviving spouse will receive the Medicare-eligible benefit for one (1) person for the remaining period of time until the ten (10) year period would have expired for the retiree.
4. Effective for retirees who retire on or after June 12, 2022, the County's Medicare-eligible benefit contribution will be one hundred fifty seven dollars and eleven cents (\$157.11) per month. The County's Medicare-eligible contribution will be adjusted each year in accordance with adjustments made by the Centers for Medicare and Medicaid Services to the retiree cost of Medicare Part B, not to exceed an annual adjustment of 5.8% between 2023 and 2026, and not to exceed an annual adjustment of 5% in 2027 and beyond.
5. Following retirement, retirees and dependents will have only one opportunity to enroll in County medical, dental and vision insurance plans. If the retiree and/or their dependents opt out of any of the above benefits following enrollment, the individual will not have an opportunity to opt back in to County medical, dental and vision insurance plans at a later date. Nothing in this section prohibits a retiree from using the benefit(s) and amounts outlined above towards a market-based plan (non-county plan) should the retiree elect to do so, either at the time of retirement, or at a later date.
6. For retirees enrolled in County benefit plans, the County will contribute the contribution specified in **Section 21.5, subsection D(1) or D(2)** toward the benefit premiums for the County medical, dental and vision benefits elected by the retiree and qualified dependents. If the cost of the premium(s) is greater than the County's contribution, the retiree will be required to pay the difference through an automatic ACH bank withdrawal. If the cost of the

premium(s) is less than the County's contribution, the County will deposit the difference in the retiree's RHRA.

For retirees not enrolled in County benefit plans, the County will deposit the contribution specified in **Section 21.5, subsection D(1) or D(2)** into the retiree's RHRA on a monthly basis.

7. At the time of retirement, the County will deposit an amount into the retiree's RHRA equal to fifty percent (50%) of the unused, frozen Old Sick Leave hours (plus fifty percent (50%) of any remaining, unused hours from the 192 hours of old sick leave left in the employee's sick leave bank as of the transition date), multiplied by the rate of employee's base hourly wage.

~~2. The County provides a specified contribution to retirees who have unused sick leave at the time of retirement. For each unused eight hours of sick leave at time of retirement the County will make a specified contribution, as defined above, to the monthly premium for the retiree. If the cost of the premium is greater than the County's contribution, the retiree pays the difference through their retirement pay warrant. If the cost of the premium is less than the County's contribution, the County will apply the difference to the retiree's Medicare Part B premium cost.~~

~~3. The County will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188.6 hours of sick leave to their balance.~~

~~4. For employees who retire on or after January 1, 2007 with 20 or more years of service with the County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours.~~

#### **21.4 Sick Leave Conversion to Health Coverage Upon Retirement—Tier Three**

~~Employees hired on or after January 1, 2011, whose employment with the County is severed by reason of retirement during the term of this MOU shall be reimbursed by the County for the unused sick leave at time of retirement on the following basis:~~

~~For each 8 hours of unused sick leave at time of retirement, the County shall contribute toward one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement.) The County shall not be obligated to contribute at a rate in excess of \$400 per 8 hours of unused sick leave per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums for a period of 40 months.)~~

~~Should a retired worker die while receiving benefits under this section, the worker's spouse and eligible dependents shall continue to receive coverage to the limits provided above.~~

~~None of the provisions of Section 21.3 shall apply to employees hired on or after January 1, 2011, unless specifically provided in this Section~~

#### **21.5 Sick Leave Conversion to Health Coverage Upon Retirement—Licensed Vocational Nurses**

~~Employees in the Licensed Vocational Nurse Unit shall be reimbursed by the County for unused sick leave at the time of retirement on the following basis:~~

~~———— For each day of unused sick leave at the time of retirement, the County shall pay for one (1) month's premium for health coverage for the nurse only, to a maximum of 180 months of continued health coverage. Should a retired nurse die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.~~

F. Funds for conversion of frozen "Old Sick Leave" remain in the County's possession until and if the employee's employment with the County is severed by reason of retirement. While in the County's possession, the County maintains the right to continue to earn interest on the funds.

G. Employees who separate from the County without simultaneously retiring forfeit their "old sick leave" and "new sick leave" upon separation.

### **21.6 Sick Leave Conversion – Survivor Benefit**

The surviving spouse of an active employee who dies may, if they elects a retirement allowance, convert the employee's accrued and unused old, frozen sick leave (including any unused amount from the 192 hours) to the above specified limits providing that the employee was age 55 or over with at least twenty years (20) of continuous service. "Spouse" means, unless otherwise specifically defined in the Adoption Agreement, an individual who is legally married to a Participant (and who is treated as a spouse as recognized to be legally married) as provided in applicable IRS regulations.

### **~~21.7 Additional Sick Leave Credit~~**

~~Employees who retire after March 31, 2008 will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:~~

- ~~• With at least 10 but less than 15 years of service with the County of San Mateo — 96 hours~~
- ~~• With at least 15 but less than 20 years of service with the County of San Mateo — 192 hours~~
- ~~• With 20 years or more of service with the County of San Mateo — 288 hours~~

~~The County and the Unions shall convene a special committee within the first twelve (12) months following adoption of the successor MOU between the parties, to discuss the concept of elimination of the Additional Sick Leave Credit described in Section 21.7 of the MOU, and establishing a County contribution to a Health Reimbursement Account.~~

### **~~21.8 Out-of-Area~~**

~~Retirees who live in areas where no County Health plan coverage is available, and who are eligible for conversion of sick leave credits to a County contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree.~~

~~This option must be selected either:~~

- ~~1) At the time of retirement or~~
- ~~2) During the annual open enrollment period for the County's health plans, provided the retiree has been continuously enrolled in one of the County's health plans at the time of the switch to this option.~~

~~Payment to the retiree will require the submission to the County of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any County offered health plan during a subsequent open enrollment period.~~

~~An out-of-area retiree who has no available sick leave credits for conversion to County payment of health plan premiums may also select the option of enrollment in an alternate health plan in the area of residence, provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period, rather than at the time of retirement, s/he must have had continuous enrollment in a County offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a County offered health plan during a subsequent open enrollment period.~~

~~It is understood that the County is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan and that, should such coverage become available during the term of this Memorandum of Understanding, the County will meet with the Unions regarding substitution of this plan for the arrangement described in this subsection. Upon agreement by both the County and employee organizations such new plan will replace the cash option.~~

### **21.97 Taxation**

The County shall continue its practice of calculating employee contributions for health and dental premiums on a pre-tax basis consistent with Section 125 of the IRS Code.

### **21.108 Dependent Grandchildren**

Effective October 20, 1996 grandchildren of custodial grandparents will be eligible dependents on all health, dental, and vision plans, whether or not formal adoption has occurred. This eligibility is contingent on documentation which is acceptable to the Health Plan.

### **21.119 Deferred Compensation Automatic Enrollment For New Employees**

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. ~~Effective January 1, 2016, e~~Each new employee hired after January 1, 2016 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 employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

### ~~21.12 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 Union shall form a Retiree Health Coverage Committee to review Sections 21.3—21.8 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 21.7, 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 22.6 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.~~

~~In addition to the above:~~

- ~~a. The County Manager will attend the committee kick-off meeting.~~
- ~~b. The parties will prepare regular reports to the County Manager and Board of Supervisors regarding the committee's activity.~~
- ~~c. The parties will jointly endeavor to complete the committee process within twelve (12) months from the first meeting, conditioned on active participation of all parties.~~
- ~~d. If the committee does not reach a set of recommendations supported by a majority of the participating labor organizations as a result of the committee process, the County will agree to reopen with the Human Services Unit over the issues of the sick leave conversion plan and the additional sick leave credit. The parties agree that AFSCME does not preserve its right to strike during the term of the agreement if the parties fail to reach agreement over the reopener. The "No Strike" provision of the MOU will remain in effect during the full term of the agreement, including in relation to the reopener.~~

## **Section 22. Dental Care and Vision Care**

The County shall continue to offer dental care coverage for employees and their eligible dependents. The County will pay ninety percent (90%) of the premium for this coverage.~~the Delta Dental and County Dental Plan currently in effect.~~

The County shall provide-continue to offer vision care coverage for employees and their eligible dependents. The County will pay the entire premium for this coverage.

## **Section 23. Optional Additional Benefits**

Optional additional benefits may be available during open enrollment at an additional cost to the employee.

## Section 24. Change in Employee Benefit Plans

### 24.1 New Plans

During the term of this Memorandum of Understanding, the County and the Unions shall convene the Benefits Committee for the following purposes:

- A. To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in County plans,
- B. To investigate the feasibility of revising medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefit insurance cost structure, and
- C. To address legislative changes to health insurance legislation, including, but not limited to, the Affordable Care Act.

The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

### 24.2 Benefits Levels

During the term of this agreement, the County agrees to continue all benefit programs at current benefit levels as listed in the MOU and the Benefit Summary.

### 24.3 Agreement Implementation

Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

### 24.4 Health Plan Changes

Health plan changes that are initiated by the health plan based on either legislative/ regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the number of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug or other major plan design co-pays. Where health plans initiate these kinds of changes to the contract, Employee Benefits will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the changes. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the County's desire to implement such changes without riders to keep its design in conformance with the health plans' book of business design, provided however, it will first meet and confer with the Union on any such matter.

### 24.5 Health Insurance Tax and Legislation Reopener

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)~~any changes to healthcare legislation, or other taxation resulting from future healthcare legislation.

### 24.6 Benefit Booklets

The County agrees to receive and discuss any suggestions the Unions may have for improvement of the booklets or folders describing various employee benefits provided by the County.

## Section 25. Retirement Plans

### 25.1 Employees Hired before August 7, 2011

Effective March 13, 2005, the County implemented the 2% @ 55.5 retirement enhancement (Government Code Section 31676.14) for employees in Plans 1, 2 or 4.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

These contributions will not be reduced by the employer pick-ups described in Section 25.1.

The County paid a general wage increase of pay as set forth in Section 5.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions.

**Plan 3:** Non-contributory plan. Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3, the employee has the option to transfer to Plan 2 or 4 after providing the equivalent of five years of consecutive service (10,400 hours) to the County. These employees may elect to transfer by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 2 or Plan 4 since the date of employment, plus interest.

### 25.2 Employees Hired Between August 7, 2011 and December 31, 2012

Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share

Current Plan 4: 2% @ 55.5 (as described in 25.1 above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20800 hours) of service in Plan 5, and entering into an agreement with the San Mateo County Employee's Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest

**Plan 3:** Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

### 25.3 Employees hired on or after January 1, 2013

Employees hired on or after January 1, 2013 will be placed into Plan 5 or Plan 7 (2% @ 62) depending upon their legacy eligibility as determined by SamCERA.

## 25.4 Retirement COLA Cost

Employees hired on or after August 7, 2011 will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA. COLA costs are included in the Plan 7 statutory rate.

Effective July 5, 2015, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

~~Effective October 12, 2014, employees will receive a one percent (1%) salary increase to offset the additional employee payment toward retirement COLA.~~

## Section 26. Life Insurance

### 26.1 Coverage

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

- ~~A. The County shall provide~~ Life Insurance for each employee with a maximum benefit amount of Twenty Thousand Dollars (\$20,000) ~~of life insurance for each employee.~~
- ~~B. The County shall provide~~ Life insurance for the employee's spouse and or registered domestic partner with a maximum benefit amount of ~~Five Hundred Dollars (\$500), of life insurance for the employee's spouse and~~
- ~~C. Life insurance for each of the employee's children depending on age up to~~with a maximum benefit amount of Five Hundred (\$500) ~~of life insurance for each of the employee's children depending on ages.~~
- ~~C. 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 ~~up to a maximum benefit amount of ten thousand dollars (\$10,000).~~

### 26.2 Supplemental Coverage

Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of ~~five hundred thousand dollars (\$500,000)~~ ~~two hundred fifty thousand dollars (\$250,000)~~ for employee, ~~two hundred fifty thousand dollars (\$250,000)~~ ~~one hundred twenty five thousand dollars (\$125,000)~~ for spouse ~~or registered domestic partner~~, and ~~ten thousand dollars (\$10,000)~~ for ~~each qualifying~~ dependents. Applying for additional life insurance will not place an employee's current level of insurability at risk.

## Section 27. Long Term Disability Insurance

The County shall continue to provide its present long term income protection plan for permanent employees at no cost to said employees; provided, however, that in order to be eligible for such plan, employees must have been employed by the County for three (3) or more years.

Effective with disabilities commencing on or after January 1, 1988, the one hundred and twenty (120) day disability period required to qualify for long term income protection does not require continuous disability but

shall be cumulative for any single medically verified illness or injury within a period of six (6) full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

The maximum benefit of the Long Term Disability Plan shall be Two Thousand Four Hundred Dollars (\$2400) monthly. The County also agrees to cover under the LTD Plan, part-time employees who work a minimum of twenty (20) hours per week.

The Long Term Disability Plan restricts benefits for psychiatric disabilities that result from stress, depression or other life events to two years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of sixty-five (65).

## **Section 28. State Disability Insurance**

Employees covered by this Memorandum of Understanding are eligible for benefits pursuant to the State Disability Insurance Program.

## **Section 29. Promotion**

### **29.1 Examinations**

- 1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- 2) General Promotional Examinations: Permanent and probationary employees who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to lay off.

Persons in unclassified positions, who previously held positions in the classified service and who did not have a break in County service between the classified and unclassified appointments are eligible to compete provided that they have at least six months total service prior to the final date to file an application.

- 3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six months prior to layoff.
- 4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of an examination, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- 5) Veterans preference shall not apply to promotional examinations.

### **29.2 Promotional Eligible Lists**

- 1) General Promotional Eligible Lists: The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.

- 2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classifications examined.
- 3) These lists shall take precedence over General Eligible Lists.
- 4) If, at the time of termination, an employee's name appears on a promotional eligible list, their name shall be removed from the promotional list and placed on the open general eligible list for that classification in accordance with their final score.

### **29.3 Probationary Period**

Permanent employees who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, but shall have the right to demote to their former classification in their former department if a vacancy in their former classification exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. Should the longest standing vacancy entail "unusual" work hours, the employee shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the employee was promoted.) If no vacancy exists, such employees shall displace the least senior employee as determined by Section 14. If no less senior position exists, then the employee shall be removed from County service.

## **Section 30. Career Opportunities Program**

### **30.1 Purpose**

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.

### **30.2 Components**

#### **A. Promotional Opportunities**

Recruitments for classifications covered by this program will be conducted on either a promotional basis (as designated in Exhibit L 1.) or an open and promotional basis (as designated in Exhibit L 2.). All recruitments for these classifications will be conducted in accordance with the Civil Service Rules, and any appeals will be processed under authority of the Civil Service Rules.

#### **B. Transfer Opportunities**

The Transfer Program permits employees to transfer from one position to another without competitive examination, within the specific classification groupings listed in Exhibit L 3. Utilization of the Transfer Program is at the department's discretion. An employee wishing to transfer must meet the minimum qualifications for the position desired, and must possess any certificates, licenses, education and experience required for that position. Interested employees will be interviewed by the appointing authority, who may request that candidates submit paperwork for the interview. Depending on the number of interested employees, the appointing authority may conduct a screening prior to the interviews.

## **Career Development Committee**

In 2015, the County established a labor-management Career Development Program (CDP) Committee to evaluate the needs of today's workplace and employees, and to restore and update the Career Opportunities Program.

The CDP Committee is composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

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 eligibility.

The committee may agree to modify aspects of the program to include revisions to the classes listed in Exhibits L1 and L2.

### **30.3 Appeals Process**

Notwithstanding the provisions of the Grievance Section of the Memorandum of Understanding appeals of employees of applications of the procedures of the Career Opportunities Program shall go directly to the Human Resources Director and if not satisfactorily resolved then to the Civil Service Commission. Procedures that are appealable under this section have been mutually agreed to by the Career Opportunities Program Joint Labor/Management Committee.

## **Section 31. Part-Time Positions Which Become Full-Time**

When the workload increases so that a part-time position becomes full-time, the Human Resources Director may at their sole discretion, certify that part-time employee to a full-time position in the same geographical location.

## **Section 32. Geographical Displacement**

### **32.1 Employee Preference**

If it becomes necessary to transfer permanently one or more employees from one geographical location to one or more work locations in different cities, employees at the original geographical location who are working in the affected classifications shall be given an opportunity to express their desires for transfer. In such cases the department head shall give consideration to length of service and transportation factors along with such job related criteria as they deem appropriate, provided where all of these criteria are relatively equal, length of service shall prevail. Nothing shall preclude a department head from temporarily assigning employees to work at a different geographical location when prompt action is required by the needs of the County. The County shall discuss these criteria with the Union before selecting employees for transfer.

### **32.2 Non-Disciplinary Disposition**

Employees shall not be transferred from one geographic location to another for disciplinary reasons.

## **Section 33. Change of Assigned Duties**

No employee shall be required regularly to perform duties of a position outside of the classification to which they has been appointed. However, employees may be assigned temporarily duties outside their classification. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to employees whatever duties are necessary to meet the requirements of an emergency situation.

An employee may submit to their department head a written request for re-evaluation of their position based on significant changes in job content or significant discrepancies between job content and the job description. If the employee feels their request has been unreasonably denied and they are performing duties of a position outside of the classification to which they are assigned, they shall have the right to file a grievance in accordance with Section 38 of the MOU. If a study is conducted and the employee is denied the requested reclass, he/she shall have the right to file an appeal in accordance with Civil Service Commission Rule XIV, Section 1.B.

In the event a position is reclassified upwards, the re-classification shall be made effective retroactive to the first full pay period following thirty (30) days after the Human Resources Department receives the completed Job Description Questionnaire (JDQ) form(s).

### **Section 34. Pay for Work-Out-Of-Classification**

When feasible, the County will offer work-out-of-class assignments to qualified, interested permanent employees prior to offering such assignments to extra-help employees. 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. If offered, it is the employee's responsibility to inform management of their interest in work-out-of-class assignments. 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 the work environment or work production.

When feasible, the County will offer to rotate interested, qualified employees in previously identified long-term (more than 20 days) work-out-of-class assignments in three month intervals. Work out of class assignments will not normally extend beyond one year. 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 consecutive workdays for employees on a 4 day workweek, or where due to a County holiday, the workweek is only 4 days), they shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this Memorandum of Understanding, retroactive to the first (1st) 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;
- 2) The employee performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of their regular classification;

- 3) The temporary 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 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 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.

When a work-out-of-classification assignment made in accordance with Section 34 for an individual employee extends beyond one year (or one full year equivalent for part-time employees), that employee's salary shall be raised to the next step in the classification in which the employee is working out of classification, except that the increase shall not exceed the maximum salary of the higher classification.

## Section 35. Probationary Period

### 35.1 Length

Probationary employees shall undergo a probationary period of one thousand forty (1,040) regular hours of actual service in the employee's job classification, unless a longer period, not to exceed two thousand eighty (2,080) regular hours of actual service in the employee's job classification is prescribed by the Civil Service Commission for their classifications. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the Human Resources Director for up to an additional one thousand forty (1,040) regular hours of actual service in the employee's job classification.

~~;~~ ~~however, no probationary period shall exceed 2080 regular hours.~~ If an employee takes authorized leave(s) of absence of three (3) calendar weeks or more, is incapacitated due to medical conditions and and/or is reassigned to work that is not part of the employee's normal duties due to modified duty or other business reason, the probation period for the primary job will be automatically extended for the duration of the leave(s) and/or reassignment. The employee shall be notified in writing of the probationary extension at the time of the leave(s) and/or reassignment.

Time worked by an employee in a temporary, extra-help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

### 35.2 Regular Appointment

An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when re-employed. Permanent employees who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.

### 35.3 Reemployment in New Classification

An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

### **35.4 Rejection During Probationary Period**

The appointing authority may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 38 (Grievances) hereof, except when the employee alleges, and substantiates in writing that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefor, at once. The Human Resources Director may, upon request by an employee rejected during his/her probationary period, restore that employee's name to the eligible list for that classification. However, the employee's name shall not be certified to the department from which rejected without approval of the department head.

### **35.5 Transfer Within Existing Classification**

Permanent employees who transfer to another position in the same classification within the same department shall not be required to undergo a new probationary period in the position into which transferred.

Employees who transfer within the same class to another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer.

If a new probationary period is in force, the employee shall have a window period of twenty-eight (28) days from the date of transfer to elect to return to his/her former position. Should an employee be rejected at a point beyond the window period, they shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such employees shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. Should the longest standing vacancy entail "unusual" work hours, the employee shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the employee was promoted.) If no vacancy exists, such employees shall displace the least senior employee as determined by Section 14. If no less senior position exists, then the employee shall be removed from County service.

## **Section 36. Performance Evaluations**

### **36.1 Formal Appeal**

Notwithstanding the provisions of Section 38 of the Memorandum of Understanding, appeals of permanent employees relating to performance evaluations which are below a standard score or rating set by the Human Resources Director shall go directly to the Civil Service Commission. Upon receipt of the appeal the Commission will review the facts and order such action as it determines is appropriate. Appeals must be filed with the Commission within ten (10) calendar days after the evaluation's finalization. No evaluation shall be considered finalized until the employee has been given ten (10) working days for review and comment.

### **36.2 Informal Appeal**

Permanent employees may also request an informal appeal of below standard evaluations. At the request of the employee and the union to the Human Resources Director or his/her designee, a meeting will be

arranged in an effort to clarify and, if possible, resolve areas of disagreement. Such meetings will be attended by the employee, his/her union representative, the employee's first and second level supervisors, and a representative of the Human Resources Department. Informal appeals may be granted at any time prior to Civil Service Commission review.

### **36.3 Clarification of Probationary Evaluations**

Probationary employees are entitled to clarification of below standard evaluations and may request that a union representative be present. All such requests must first be made to the Human Resources Director, or his/her designee.

## **Section 37. Dismissal, Suspension, Reduction in Step or Demotion for Cause**

The appointing authority may dismiss, issue non-punitive disciplinary letters to, suspend, reduce in step, or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. A reduction in step is defined as movement to the next lower salary step in the range for the classification for a period not to exceed six months.

The County agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within employee Letters of Reprimand. This investigation may be done by a manager, a management analyst, or a representative of the Employee Relations Division. The employee may request at which level she/he wishes the matter to be investigated, however, the final decision as to who will investigate the issue will be made by the Director, Human Resources Department.

When an employee is subject to a disciplinary investigation and the County's findings do not sustain any proposed discipline, the County shall contact the employee and notify them that the investigation has concluded and no discipline was warranted.

For investigations that last longer than sixty (60) calendar days, upon request from the subject of the investigation, the County will provide status updates not to exceed once every thirty (30) calendar days.

### **Right to Steward Representation**

Whenever an employee is required to meet with a supervisor and the 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. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of an employee's performance evaluation.

Any employee may either appeal such dismissal, non-punitive discipline, suspension, reduction in step or demotion to the Civil Service Commission or file a grievance in accordance with subsection 38.2 of this Memorandum of Understanding. Appeal to the Civil Service Commission must be filed within fourteen (14) calendar days of receipt of such charges. Grievances filed in accordance with subsection 38.2 of this Memorandum of Understanding must be filed within fourteen (14) calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the Human Resources Director within fourteen (14) calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under subsection 38.2 of this Memorandum of Understanding.

A permanent classified employee may be dismissed, non-punitively disciplined, suspended, reduced in step or demoted for cause only. Any written notice of dismissal, suspension, reduction in step or demotion sent to an employee shall include a statement advising them of the right to be represented by the union concerning the disciplinary action.

## **Section 38. Grievances**

### **38.1 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. If an employee files an EEOC, DFEH or administrative EEO complaint with the EEO Coordinator, the issue will no longer be subject to this grievance procedure, but will be processed in accordance with regulations or procedures governing the processing of said complaints. An employee may, however, file an EEOC, DFEH or administrative EEO complaint and may also file a grievance if the grounds for the grievance are not based on discrimination and/or sexual harassment.

### **38.2 Procedure**

Grievances shall be processed in the following manner:

a) Step 1. Department Head and/or the Designated Representative

Any 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 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 Human Resources Director.

b) Step 2. Human Resources Director

Any employee or any official of the Union may notify the Human Resources Director 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. Any grievances involving demotion, non-punitive discipline, suspension, reduction in step or dismissal must be received within fourteen (14) calendar days (as determined by postmark) after receipt of written notification of such disciplinary action. The Human Resources Director 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. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

c) Step 3. Adjustment Board

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 Human Resources Director 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.

d) 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 Human Resources Director 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 Human Resources Director. 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.

e) If the employee or the Union fails to process a grievance within the specified time limits, the grievance shall be deemed concluded on the basis of the last decision reached, if any, unless the parties have mutually agreed in writing to extend time limits for the applicable step. If the County fails to respond within the specified time limits, the grievant may appeal to the next step, within the specified time limits, unless the parties have mutually agreed in writing to extend time limits for the applicable step. Time limits in this article may be extended if mutually agreed upon by the parties in writing and the parties are encouraged to do so if needed.

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

- a) 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.
- b) 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 38.1.
- c) 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.
- d) If the Human Resources Director pursuant to the procedures outlined in subsection 38.2 (b) above, or the Adjustment Board pursuant to the provisions of subsection 38.2 (c) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

### **38.4 Compensation Complaints**

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that 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.

**38.5 Grievance Procedures/Practices**

- a) Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to and including arbitration, without prejudice to those defenses.
- b) For the purpose of meeting timelines, postmarks or date of hand delivery shall establish the dates of receipt.
- c) If a steward is present at a grievance meeting at any step in the procedure, they will be copied on the applicable grievance-related correspondence. If arbitration has been invoked, stewards will not be copied on correspondence to attorneys involved in the arbitration process.

**38.6 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 employees 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 employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his/her supervisor prior to leaving the picketed location, and provided further that an employee may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

**38.7 County Charter and Civil Service Commission**

- a) The provisions of this Section shall not abridge any rights to which an 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.
- b) All grievances of 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 employee, no action under paragraph (b) of subsection 38.2 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.

- c) No action under paragraph (b) of subsection 38.2 above shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Civil Service Commission.
- d) 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 Human Resources Department Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

### **Section 39. Loss of Compensation**

If an 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 38 of the Memorandum of Understanding, the employee shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the employee or the 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 employee or the Union representative shall advise the Human Resources Director in writing that the matter has not been resolved and the Human Resources Director shall render a decision within fifteen (15) working days of receipt of this notification which decision shall be final. The County recognizes that other employee problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

### **Section 40. Personnel Files**

#### **40.1 Employee Review**

Each employee shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County. The employee's designated representative may also review the personnel file with specific written authorization from the employee.

#### **40.2 Employee Response**

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

#### **40.3 Performance Documents**

At or before time of placement, employees shall be given copies of all letters or memoranda concerning the employee's job performance which are to be placed in the employee's official personnel file(s).

#### **40.4 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.

#### **40.5 Records Exempted**

This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense or to letters of reference; provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one (1) year of continuous County employment.

#### **40.6 Criminal Investigation Records**

With regards to the investigation of a possible criminal offense, if such investigation leads to neither conviction nor to disciplinary action, reference to the investigation shall be removed from the employee's personnel file. If the criminal investigation results in conviction and/or disciplinary action any reference to the investigation which may be in the employee's personnel file will be retained and will be subject to inspection pursuant to this Section.

### **Section 41. Committee Involvement**

#### **41.1 Employee Assistance Committee**

The County shall maintain a management/employee committee that is charged with the responsibility for reviewing the Employee Assistance Program in San Mateo County. The employee representatives include one (1) employee from AFSCME.

The County will provide young adult dependents and domestic partners access to the Employee Assistance Program.

#### **41.2 EEO Advisory Committee**

The County agrees that AFSCME may designate one (1) employee to serve on the EEO Advisory Committee.

#### **41.3 Central Safety Committee**

The County agrees that AFSCME may designate one (1) employee to serve on the Central Safety Committee.

#### **41.4 Deferred Compensation Committee**

The County agrees that AFSCME may designate one (1) employee to serve on the Deferred Compensation Committee.

#### **41.5 San Mateo Medical Center In-Patient and Outpatient Education Committees**

The County agrees that AFSCME may designate one (1) employee from an SMMC nursing unit to attend the In-patient and Outpatient Education Committees.

## **Section 42. Workday Reopener**

During the term of agreement, upon request from the County, the Union agrees to meet and confer regarding issues within scope of representation related to the implementation of the Workday Human Resources information system.

## **Section 43. Contracting/Subcontracting**

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of the AFSCME bargaining units where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The County will make such notification at least ninety (90) calendar days in advance of such action. The notice shall include an explanation of the County's reason for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the County to discuss the decision to contract out, and to meet and confer on the effect of such contracting out upon its members. The Union shall have 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 the County's own employees.

## **Section 44. 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. By mutual agreement, the parties may enter into negotiations when requested by either party, for the sole purpose of arriving at a mutually satisfactory replacement for such provisions.

## **Section 45. Past Practices and Existing Memoranda of Understanding**

### **45.1 Past Practices**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this Memorandum of Understanding.

### **45.2 Existing MOU**

This Memorandum of Understanding shall supersede all existing memoranda of understanding between the County and the Union.

## **Section 46. Resignation and Reinstatement**

A probationary or permanent employee who has resigned in good standing or accepted a voluntary demotion may, within two years following the effective date of the resignation or voluntary demotion, request that the Human Resources Director place his/her name on the reinstatement eligible list for any classification for which they are qualified. Additionally, employees who occupy positions which the department head has determined are at risk of being eliminated may be placed on appropriate reinstatement list prior to the anticipated date of layoff. This list may be considered by department heads in addition to either the promotional eligible or general eligible lists but cannot take precedence over the department reemployment or general reemployment eligible lists.

**Section 47. Miscellaneous**

A. Workers who are required by the Department to obtain a Class A or Class B license will be reimbursed for the cost of the license fee. Additionally, the employee will be afforded reasonable time to obtain the required physical exam and the required DMV test on County time.

B. Direct Deposit shall be mandatory for all employees hired after October 30, 1999.



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Daniella Tobey

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Christina Webb

**Inspection and Regulation Unit**

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Dermot Casey

**Institutional Services Unit**

---

Wanda Morgan

**Licensed Vocational Nurses Unit**

---

Aida Siguenza

**Parks Unit**

---

Priscilla Alvarez

**Planning Unit**

---

Erica Adams

**Plant and Equipment Maintenance Unit**

---

Ta'Marra Devaroe

---

Thomas Sipp

## Telecommunications

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Jean Settles

**County Management**

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

\_\_\_\_\_  
Rocio Kiryczun  
Director, Human Resources Department

\_\_\_\_\_  
Kim Ferrario, Employee and Labor Relations

\_\_\_\_\_  
Danette Betancourt, Human Services Agency

\_\_\_\_\_  
Bonnie Tendencia, Department of Public Works

\_\_\_\_\_  
Ankita Sachdev, San Mateo Medical Center

\_\_\_\_\_  
Elise Moeck, Public Safety Communications

~~BENEFITS SUMMARY~~~~Benefits Summary~~

~~The following list summarizes the various benefit programs in effect for employees as of April 1, 2011:~~

~~MEDICAL (Active):~~

~~The County pays 85% of the total premium for Kaiser or Blue Shield HMO plans (employees pay 15% of the total premium) and the County pays 75% of the total premium for Blue Shield POS plan (employees pay 25% of the total premium).~~

~~MEDICAL (Retiree):~~

~~See section 21.3.~~

~~DENTAL:~~

~~All employees must participate in a plan.~~

~~County Plan: County pays 85% of premium~~

~~1st year: \$100 cap on deductible~~

~~60% UCR paid to dentists~~

~~2nd year: No deductible~~

~~85% UCR paid to dentists~~

~~Annual maximum of \$2500/person~~

~~If recommended by dentist and approved by plan, cleanings may be more frequent than every six (6) months; employees may appeal plan rejections—see Plan Description Booklet.~~

~~Effective January 1, 2007, Blue Shield will offer the following tooth replacement implant benefit:~~

~~Replacement of any missing single tooth in the esthetic region of the upper teeth~~

~~Annual maximum \$1,000/person~~

~~Paid at 85% of the billed amount, subject to the \$1,000.00 annual maximum benefit.~~

~~Delta Dental PMI:—See brochure.~~

~~VSP—VISION:~~

~~San Mateo County Plan B with \$10.00 co-pay each on examination and materials for employees and dependents. Premiums paid by County.~~

~~Domestic partners and young adult dependents are included in the above plans. Children and young adult dependents of domestic partners are included.~~

~~Age limit for Young Adult Dependents is 26 effective January 1, 2011.~~

~~Grandchildren of custodial grandparents will be considered eligible dependents on all health, dental and vision plans provided there is documentation of primary responsibility and approval by the affected benefit plan. This will occur with or without formal adoption.~~

~~LIFE INSURANCE~~

~~County paid \$12,000 for employee (\$20,000 effective March 1, 2007) / \$500.00 for spouse / up to \$500/child.~~

~~LONG TERM DISABILITY~~

~~County paid premiums. Must be employed by County 3 or more years to be eligible.~~

~~Maximum benefit: \$2400 monthly~~

~~MEDICAL SPENDING ACCOUNT~~

~~The County implemented an IRC Section 125 Medical Spending Account on January 1, 2004.~~

~~This is a summary of various benefit programs in effect for eligible employees as of April 1, 2011.~~

~~The descriptions are very general and are not intended to provide complete details about any or all plans. Exact specification for all plans are provided in the official Plan Documents, copies of which are available from Payroll Specialists or the Human Resources Department, Benefits Division. Where there is a difference between the description on these pages and the Plan Documents, the~~

~~Plan Documents prevail. Please note that benefits are subject to change by the Plans and there is no guarantee that these benefits will be continued indefinitely. However, the County agrees to continue negotiated coverage as it currently exists unless such coverage is no longer offered by the plans.~~

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Bargaining Occupational and Wage Rates	Unit	and Exhibits
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**EXHIBIT A: Health Services Unit**

1. Rest Period. Each Licensed Psychiatric Technician (LPT) Crisis Team Technician (CTT) and Medical Services Assistant II (MSA II) shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the LPT, CTT or MSA II is off duty on the weekend or two (2) consecutive days off duty, and of at least thirty-one (31) hours between shifts when the LPT, CTT or MSA II is off-duty on a holiday or for a single day.

All hours worked within the above rest periods shall be paid at the rate of one and one-half (1 ½) times the LPT's, CTT's or MSA II's straight-time rate of pay. This provision may be waived on the request of the individual LPT, CTT or MSA II and with the agreement of the supervisor provided that the LPT, CTT or MSA II is not otherwise eligible to receive overtime compensation. If employees are receiving overtime for such rest period time, they are ineligible for this payment. The provisions of this Section shall not apply to LPT's, CTT's or MSA II's whose regularly scheduled shift requires less than twelve (12) hours between the end of one regularly scheduled workday and the beginning of the next regularly scheduled workday.

2. Discussions Regarding Continuing Education: At the request of the Union, appropriate County officials agree to meet to discuss the use of and need for continuing education. Such discussions shall include, but not be limited to educational leave hours and/or reimbursement for costs associated with continuing education.

Additionally, at such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

3. Continuing Education Leave: The County shall provide continuing education leave as follows:

<b>Classification</b>	<b># of Hours</b>	<b>Frequency</b>
Pharmacist	40	Per year
Radiologic Technologist <u>and Lead Radiologic Technologist</u>	40 (24 for ARRT and 15 for Mammography)	Every two years**
Medical Services Assistant II	16	Per year
Laboratory Assistant	8	Per year
Dietitian	24**	Per fiscal year
Licensed Psychiatric Technician	24**	Per fiscal year
Physical Therapist	24*	Per year
Occupational Therapist	24*	Per year
<u>Supervising Physical or Occupational Therapist***</u>	<u>24*</u>	<u>Per year</u>
Respiratory Therapist	16	Per year
Medical Laboratory Technician	16	Per year
Physician's Assistant	40	Per year
Psychologist I/II	36	Every two years**
Supervising Mental Health Psychologist	18	Per year
Supervising Psychologist	18	Per year
Registered Dental Assistant	12	Per year
Speech Pathologist	12	Per year
Therapy Assistants	15	Per year
<u>-Ultrasonographer and Lead Ultrasonographer***</u>	<u>40</u>	<u>Every three years**</u>
<u>Cardiac Sonographer and Lead Cardiac Sonographer***</u>	<u>40</u>	<u>Every three years***</u>

\* The above amounts are meant to provide a baseline commitment to the continuing educational needs of the unit's employees and do not constitute a limit on time for additional training that may be needed by the employee or the department.

\*\* Balance periods for time off are annual, so 40 hours for a 2-year period ~~would have to be~~ accrued at 20 hours per year; ~~And 36 hours every 2 years would have to be~~ accrued at 18 hours per year; ~~30 hours every 3 years is accrued at 10 hours per year.~~

\*\*\* Effective the first full pay period following Board of Supervisor approval of the ~~2019-2022~~ successor MOU.

Continuing Education leave shall be provided under prescribed policies for leaves of absences for the purpose of completing Continuing Education (C.E.) requirements required by the State.

Qualifying employees may use continuing education leave with pay as follows:

- a. Such time must be used solely for the purpose of attending courses/seminars required for the employee's State certification/ licensure.
- b. It is the employee's responsibility to ensure that the courses/seminars requested under this provision be credited as appropriate to meet State requirements; otherwise reimbursement shall not be approved.
- c. Such time must be requested and approved in advance by the employee's manager or designee.
- d. Such time will be paid at the straight time rate.
- e. The employee must submit documentation to substantiate the attendance and completion of the course.
- f. Reimbursement shall be paid within six (6) weeks from the time the employee submits complete and approved documentation.

Continuing educational leave with pay shall be prorated for part-time employees, or employees hired during the fiscal year, under the same conditions as stated above for full-time employees.

4. Lead Worker Differential:

- a. A Licensed Psychiatric Technician or a Crisis Team Technician who is assigned to work in a lead capacity will receive a differential of one step in addition to all other compensation.
- b. Creative Arts Therapists in San Mateo County Medical Center assigned as lead worker over other therapists shall receive premium pay at the rate of one step of his/her base salary in addition to all other compensation. Only one (1) employee at a time may be so assigned.

5. Chief Therapist Differential: In Family Health Services, one (1) Supervising Therapist designated as Chief Therapist shall receive a 5.74% differential, in addition to all other compensation, for having responsibilities for the overall organization and planning of the California Children Services Medical Therapy Unit. Only one employee at a time may be so assigned.

6. Advanced Patient Care Differential: 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.
7. Long Term Care Unit: Full-time nursing positions in the Long Term Care Unit of San Mateo County Health Center in classifications covered by this bargaining unit will be filled from among internal permanent part-time applicants, if any. If more than one (1) permanent part-time employee applies for transfer, work performance and seniority will be the principal selection factors considered. Such a part-time employee, when transferred, will serve a thirty (30) day trial period, during which they may be returned to permanent part-time status, without right of appeal.
8. On Call Pay:
  - a. Dietitians assigned to weekend coverage shall receive on call pay at the hourly rate outlined in Section 10 of this MOU.
  - b. ~~Effective May 23, 2004,~~ Pharmacists, Lead Pharmacists, Supervising Pharmacists, and Senior Clinical Pharmacist (formerly Clinical Coordinator of Pharmacy Services) in an on-call status will be compensated at one quarter (1/4) of the Pharmacist's base pay for all time spent in such capacity. This agreement settles all outstanding grievances on the issue of on call pay for Lead Pharmacists, Supervising Pharmacists, and Senior Clinical Pharmacist (formerly Clinical Coordinator of Pharmacy Services).

Pharmacists contacted at home by phone will receive a minimum of one (1) hour pay at the overtime rate for each work-related telephone call received while in an on-call capacity so long as the calls are more than one (1) hour apart.

A Pharmacist called back to work will be compensated in accordance with Section 7.4 of the Memorandum of Understanding.

9. Personal Protective Equipment: The County will provide employees with Personal Protective Equipment, including disposable lab coats, that meets State and Federal regulatory guidelines.

~~9. — Lab Coats: The County has agreed to provide each Laboratory Assistant assigned to the Clinical Lab at the San Mateo Medical Center four (4) laboratory coats per an exchange system. The County has agreed to provide each Pharmacy Technician and Pharmacist assigned to the Pharmacy at the San Mateo Medical Center four (4) laboratory coats per an exchange system.~~

~~The County agrees to discuss issues related to lab coats in a Labor Management Committee to be convened within sixty (60) days of the Board of Supervisors approval of a successor 2019 MOU. These discussions shall include, but not be limited to, availability of sufficient numbers of lab coats and potential use of disposable lab coats.~~

10. Scrubs: Effective the first full pay period following Board of Supervisors' approval of a successor 2019 MOU, the County will provide scrubs to Pharmacist Technicians. Upon provision of scrubs, Pharmacist Technicians shall be required to wear them while at work. Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Pharmacy Technicians, Pharmacy Buyer and employees in Central Supply will be added to the linen distribution.

Effective within ninety days of Board of Supervisors' approval of a successor MOU in 2022, the County will meet with AFSCME to discuss the type of scrubs to be provided through the County's uniform service provider.

11. Minimum Call Back Pay: 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 at one and one-half (1 ½) times the employee's straight time rate. Employees called back to work for these departments are not covered under Section 7.4.
12. Discussion Regarding Conversion of Vacant Positions: The County will meet with the Union prior to converting any vacant Clinical Laboratory Scientist or vacant Laboratory Assistant position to a Medical Laboratory Technician to discuss the rationale for doing so.
13. Reduction in Force of Less than Fourteen (14) Days: For reductions in force of fourteen (14) days or less including "call-offs", scheduled hours shall be reduced or cancelled in the following order:
  - a. Employees working beyond 40 hours in a week
  - b. Volunteers to reduce or cancel hours
  - c. Extra Help
  - d. Part-Time working beyond hired FTE in that payroll week

Staff who volunteer or are involuntarily reduced may use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence.

Employees will be notified at least one and a half (1 ½) hours prior to the start of their shift. Employees who are not notified at least one and a half (1 ½) hours prior to the beginning of a scheduled shift and who report for work will be worked and paid a minimum of four (4) hours. This minimum guarantee shall not apply if the employer has contacted the employee personally by telephone at least one and a half (1 ½) hours prior to the beginning of the shift. In attempting to make personal contact, the employer shall call employees in both call-off order and in order of seniority until an employee is contacted. If the employer is unable to personally contact any of the employees in a unit scheduled to work, and if all of those employees report for work, the employee at the top of the call-off list, with the least seniority shall be sent home without pay. It shall be the responsibility of each employee to notify the employer of their current home phone number and address.

Prior to temporarily closing, employees will be consulted on the timing and process of the closure. Every effort will be made to provide eight hours' notice prior to closing.

14. Physician Assistants: The salary schedule for the Physician Assistant job classification will be aligned with the salary schedule of the Nurse Practitioner job classification.

~~15. Decedent Removal Procedures: The County agrees to meet and confer during the term of the agreement regarding the Coroner's Office decedent removal procedures and requirements for Forensic Autopsy Technicians, in accordance with legal requirements.~~

- ~~15.~~ Speech Pathologist Salary: The salary schedule for the Speech Pathologist job classification will be aligned with the Physical Therapist II job classification and the Occupational Therapist II job classification.

~~17.16.~~ Discussion Regarding Training of Students in Pharmacy: The County and Union will meet to discuss the Union's concerns regarding training of students in the Pharmacy department.

~~18.~~ Classifications to add to Exhibit A: ~~Effective the first full pay period following Board of Supervisors' approval of a successor MOU, the County will incorporate the following classifications into this Exhibit A: Health Services:~~

~~a. Pharmacy Buyer~~

~~b. Sterile Processing Technician: Effective the first full pay period following Board of Supervisors' approval of a successor MOU, the County will update the salary survey from the job study.~~

~~c. Medical Interpreter/Translator~~

~~19.17.~~ Cross-Trained Medical Laboratory Technicians and Laboratory Assistants on Evening/Night Shift Differential: ~~Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, 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.~~

~~Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Laboratory Assistants will receive an extra two and one-half percent (2.5%) base pay for being cross-trained to work in two (2) or more different worksites.~~

~~20.18.~~ Physician Assistants Exempt Status and Leave Bank: In exchange for the elimination of receiving compensation for hours worked in excess forty (40) per week, as is currently agreed upon in the Memorandum of Understanding, Physician's Assistants (PA) shall be recognized as having exempt status under the Fair Labor Standards Act (FLSA). The increase received by the Nurse Practitioners, effective November 25, 2012, in exchange for no longer receiving overtime, will be granted to the Physician's Assistant as part of their salary alignment.

Physician's Assistants whose FTE status is seventy-five percent (75%) or greater shall receive the equivalent of three (3) hours per pay period of time placed into a bank for their use as paid time off throughout the year (78 hours per year). This bank will be established the first full pay period of each fiscal year and must be used prior to the final pay period in the fiscal year. Balances remaining at the end of the fiscal year will be forfeited with no cash value. Processes for advance approval for time off will not change and the Physician's Assistant will be expected to follow established policies when requesting to use this time.

~~21.19.~~ 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.

~~22. Job Studies: The County agrees to perform the following job studies during the term of the 2019 MOU:~~

- ~~a. Electrograph Technician series to be completed by May 2019~~
- ~~b. Operating Room Technician classification to be completed by June 2019. As part of this study, the County will survey on-call pay for Operating Room Technicians in the County's comparable jurisdictions.~~

~~23.20. Mammography/ Computerize Tomography Fluoroseopy Certification Differential: Effective the first full pay period following Board of Supervisors' approval of the successor MOU in 2022, the County agrees to pay a ten percent (10%) differential for Radiologic Technicians I, II and III who maintain and utilize current Mammography and/or Computerize Tomography (CT) Fluoroseopy certifications.~~

~~24.21. 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~~

Supervisors who obtain above certifications will be eligible for the differential.

~~22. Reclassification of Imaging Specialists/ Lead Imaging Specialists: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Imaging Specialists and Lead Imaging Specialists will be reclassified as follows, and the Imaging Specialist and Lead Imaging Specialist classifications will be eliminated:~~

- ~~a. Qualifying Imaging Specialists with RDMS certification will be reclassified as Ultrasonographers~~
- ~~b. Qualifying Lead Imaging Specialists with RDMS certification will be reclassified as Lead Ultrasonographers~~
- ~~c. Qualifying Imaging Specialists with RDCS certification will be reclassified as Cardiac Sonographers~~
- ~~d. Qualifying Lead Imaging Specialists with RDCS certification will be reclassified as Lead Cardiac Sonographers.~~

~~23. IBCLC Lactation Consultant Differential: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, subject to pre-approval of the employee's manager, employees in the classifications of Community Worker I/II, Peer Support Worker I/II, Supervising Dietitian, and Dietitian who are assigned to Family Health, who are certified as International Board~~

Certified Lactation Consultants (IBCLC), and who provide lactation support and education for more than fifty percent (50%) of their work time, are eligible to receive a differential of one hundred dollars (\$100) per pay period.

24. Certification pay for Occupational Therapists for Mental Health Specialty Certification: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Occupational Therapists who maintain a Mental Health Specialty Certification will receive a one-step (5.74%) salary differential.

25. Respiratory Therapist Pulmonary Function Testing Differential: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Respiratory Therapists certified as Pulmonary Function Technologists will receive a differential of one step (5.74%) only for time spent performing Pulmonary Function Testing.

26. Training Pay for Lab Assistants: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Laboratory Assistant IIs assigned by a manager to train new hire(s) will receive an additional five percent (5%) base pay only for time spent training.

**EXHIBIT B: Human Services Unit**

1. Continuing Education (CE) Credits: Effective January 1, 2022, the Human Services Agency will provide continuing education leave to employees in the below-listed classifications as follows:

<u>Classification</u>	<u># of Hours</u>	<u>Frequency</u>
<u>Psychiatric Social Worker II</u>	<u>36</u>	<u>Every two years**</u>
<u>Marriage and Family Therapist II</u>	<u>36</u>	<u>Every two years**</u>
<u>Mental Health Program Specialist</u>	<u>36</u>	<u>Every two years**</u>
<u>Supervising Mental Health Clinician</u>	<u>36</u>	<u>Every two years**</u>
<u>Case Management Assessment Specialist III</u>	<u>40</u>	<u>Every two years**</u>

In lieu of the continuing education leave described above, BHRS will continue to provide continuing education leave for the above classifications in accordance with its current department education leave policy, policy number 96-06.

The above amounts are intended to provide a baseline commitment to the continuing educational needs of the unit's employees and do not constitute a limit on time for additional training that may be needed by the employee or the department.

Balance periods for time off are annual; for example, thirty-six (36) hours for a 2-year period accrue at eighteen (18) hours per year.

Qualifying employees may use continuing education leave with pay as follows:

- a. Such time must be used solely for the purpose of attending courses/seminars required for the employee's State certification/ licensure.
- b. It is the employee's responsibility to ensure that the courses/seminars requested under this provision be credited as appropriate to meet State requirements; otherwise reimbursement shall not be approved.
- c. Such time must be requested and approved in advance by the employee's manager or designee.
- d. Such time will be paid at the straight time rate.
- e. The employee must submit documentation to substantiate the attendance and completion of the course.
- f. Reimbursement will be paid within six (6) weeks from the time the employee submits complete and approved documentation.

Continuing educational leave with pay will be prorated for part-time employees, or employees hired during the fiscal year, under the same conditions as stated above for full-time employees.

At such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

- ~~1-2.~~Social Worker Lead Premium Pay: Psychiatric Social Workers or Social Workers at San Mateo County Health Center who are assigned as lead worker over other social work staff shall receive premium pay at the rate of one step of his/her base salary (5.74%) in addition to all other compensation. Only one employee at a time may be so assigned.
- ~~2-3.~~New Worker Training Units: The department is committed to providing new worker training units to provide thorough and appropriate training to new employees in the Children's Protective Services area. The parties understand that the extent of such training is contingent on available budget.
- ~~3-4.~~Former Differential Pay: The differentials for Children's Services Social Worker and Children's Services Social Work Supervisor who perform child or adult protective services, and Emergency Response and Family Maintenance/Family Reunification were rolled into the base salary for these classifications effective December 3, 2017, as described in the Side letter dated December 14, 2017.
5. Clinician Treatment Concerns: Upon clinician request, the supervisor will schedule a meeting to develop a plan to address clinician concerns about this ability to provide appropriate treatment. Training needs identified by the clinical staff can be communicated in the following venues: clinical supervision meeting; weekly team meeting; Workforce Development, Education and Training Committee meeting; annual staff satisfaction survey; and/or Labor/Management meetings.
6. BHRS Clinician Caseload: Effective within one hundred eighty (180) days of Board of Supervisors' approval of a successor MOU in 2022, BHRS will provide the Union with quarterly reports for clinician caseloads for LMC.
- a. A Clinician may request a reduction of a caseload with an explanation of the basis for the requested reduction. Management will approve or deny the request in writing within fourteen (14) calendar days.
- ~~10- b.~~ Effective within ninety (90) days of Board of Supervisors' approval of a successor MOU in 2022, the County, including two (2) BHRS representatives and a representative from Recruitment will meet with two (2) AFSCME representatives to discuss the hiring process and ideas for expediting hiring, and to discuss the process for redistributing cases following employee separation.
7. Economic Self-Sufficiency Labor Management Committee: ~~Within ninety (90) days of the Board of Supervisor's approval of a successor MOU in 2019,~~ The County and Union agree to convene an Economic Self-Sufficiency Labor Management Committee (LMC) as needed, not to exceed one meeting per quarter. Additional meetings may be scheduled to follow up on specific, unresolved agenda action items. Each party shall provide the other party with a list of topics to be discussed at least one (1) week in advance. Topics will include, but will not be limited to, workload issues. The first meeting shall be scheduled within thirty (30) days of Board of Supervisors' approval of a successor MOU in 2022. In

addition to release time for three (3) shop stewards to attend LMC meetings as provided in Section 3.1 of the MOU between the parties, the Union may request and the County may agree to provide paid release time for up to two (2) additional employees to serve as subject matter experts in individual LMC meetings.

8. Children and Family Services LMC: The County and Union agree to convene a Children and Family Services Labor Management Committee as needed, not to exceed one meeting per quarter. Additional meetings may be scheduled to follow up on specific, unresolved agenda action items. Each party shall provide the other party with a list of topics to be discussed at least one (1) week in advance. The first meeting shall be scheduled within thirty (30) days of Board of Supervisors' approval of a successor MOU in 2022. In addition to release time for three (3) shop stewards to attend LMC meetings as provided in Section 3.1 of the MOU between the parties, the Union may request and the County may agree to provide paid release time for up to two (2) additional employees to serve as subject matter experts in individual LMC meetings.

9. Other Unit LMC's: The County and Union agree to convene LMC meetings for other divisions upon request from either party. LMC's for other divisions will not exceed one meeting per quarter. Additional meetings may be scheduled to follow up on specific, unresolved agenda action items. Each party shall provide the other party with a list of topics to be discussed at least one (1) week in advance. In addition to release time for three (3) shop stewards to attend LMC meetings as provided in Section 3.1 of the MOU between the parties, the Union may request and the County may agree to provide paid release time for up to two (2) additional employees to serve as subject matter experts in individual LMC meetings.

~~•10. Children and Family Services Safety Committee: Within ninety (90) days of Board Approval of a successor MOU in 2019,~~ Children and Family Services (CFS) will establish an ongoing work group comprised of the CFS Director, one (1) Program Manager, two (2) Social Worker Supervisors, three (3) Social Workers, and two (2) Support Staff to discuss safety concerns, and to discuss policies and procedures to ensure staff safety.

~~•11. Parity:~~

~~○a. Effective March 24, 2019, the Supervising Mental Health Clinician will maintain parity with Children's Services Social Worker Supervisor. Parity applies to base salary only and does not include staffing differential pay.~~

~~○b. Effective March 24, 2019, Psychiatric Social Workers will maintain parity with Children's Services Social Workers. Parity applies to base salary only and does not include staffing differential pay.~~

~~• Class and Comp Studies:~~

~~○ The County will conduct a job study of Shelter Care Counselors (Family Care Workers) to be completed by September 2019.~~

~~○ The County will conduct a classification study of seven Benefits Analysts III in Human Services Agency designated as Embedded Program Trainers to be completed by October 30, 2019.~~

- ~~○ The County will conduct salary surveys for the Investigative Analyst and Supervisor, Fraud Investigations job classifications to be completed by April 30, 2019.~~
- ~~○ The County will conduct classification studies of Supervising Mental Health Clinician and Mental Health Program Specialists to be completed by January 30, 2020.~~

12. De-Escalation Training: Effective within ninety (90) days of the Board of Supervisors' approval of a successor MOU in 2022, the County will provide the CPI Crisis Intervention training program (with exception of Unit 9: Physical Intervention Holding Skills) to train all CFS Social Workers and Supervisors, Care Counselors, Community Workers, Transportation Officers, Face-to-Face Benefit Analysts and Supervisors of Face-to-Face Benefit Analysts in the Human Services Agency.

Effective within one hundred eighty (180) days of the Board of Supervisors' approval of a successor MOU in 2022, BHRS will provide de-escalation training to all BHRS Peer Support Workers; Licensed Clinical Social Workers; Licensed Marriage and Family Therapists; Licensed Professional Clinical Counselors; Program Specialists; Supervising Mental Health Clinicians, Mental Health Counselors, Case Management Assessment Specialists, BHRS Supervisors, and Lead Behavioral Health Specialists (represented by the Health Unit).

Effective within one hundred eighty (180) days of the Board of Supervisors' approval of a successor MOU in 2022, HSA will provide de-escalation training to all face-to-face Benefit Analysts.

- ~~● De-Escalation Training: The County agrees to provide de-escalation training to employees upon request.~~
- 13. ~~Meet and Confer over Mandatory Rest Periods Between Shifts:~~ The Department agrees to meet and confer over mandatory rest periods six (6) months after Board of Supervisors' approval of a 2019 MOU. Mandatory and Voluntary Time Off Between Shifts: For CFS employees who work on-call, after sixteen (16) consecutive hours of County work (including regular work shift, overtime and call back combined, but not including time on-call), the affected employee will be required to take time off work between shifts, with the understanding that the employee will be required to work their full, regular shift upon return to work, unless use of accrued vacation or CTO is approved by a supervisor. Employees may flex regular work hours missed as a result of a mandatory rest period within a period of two (2) shifts within the same designated workweek; however, the flexing of time will not be approved if it will result in overtime. The time off between shifts will be a minimum of four (4) hours and up to eight (8) hours.

An employee who is on-call and who does not receive at least four (4) uninterrupted hours during the on-call period due to interruptions from phone calls and call back, may request time off between the on-call and regular work shift of up to eight (8) hours, with the understanding that the employee will be required to work their full, regular shift upon return to work, unless use of accrued vacation or CTO is approved by a supervisor. Employees may flex regular work hours missed as a result of the requested rest period within a period of two (2) shifts within the same designated workweek; the flexing of time will not be approved if it will result in overtime.

- 14. ~~Paid Leave to Supplement Holiday Pay: Effective March 24, 2019, for~~ Family Care Workers and Shelter Care Counselors who work a 4/10 or 9/80 and must use paid leave to supplement holiday pay in

order to take the full holiday off with full pay, the County will count paid leave used on a holiday to supplement holiday pay as hours worked for the purpose of calculating overtime eligibility.

- ~~● Facilitated Labor Management Committee: The County and the Human Services Agency shall establish a labor management committee, facilitated by representatives of the County’s Employee Relations Department.~~
- a. ~~The committee shall be comprised of the following individuals:~~
  - ~~● The Director of the HSA~~
  - ~~● Four (4) HSA Program Directors~~
  - ~~● Three (3) County Benefits Analysts; and~~
  - ~~● Three (3) HSA Social Workers~~
  - ~~● Up to two (2) Subject Matter Experts per meeting~~
- b. ~~The committee shall meet once per month, at a mutually agreeable time, date and location. Additional meetings may be arranged by mutual agreement.~~
- c. ~~Meeting agendas shall be set one week in advance of each meeting.~~
- d. ~~The committee’s objective shall be to communicate regarding:~~
  - ~~● The implementation of federal and state policies and procedures;~~
  - ~~● Labor relations concerns;~~
  - ~~● Morale issues;~~
  - ~~● Recruitment and retention;~~
  - ~~● Policy issues; and~~
  - ~~● Additional topics which shall not include individual employee issues.~~
- e. ~~The following issues shall be prioritized by the committee, and the parties agree to discuss the following issues within twelve (12) months of the first Facilitated LMC meeting.~~
  - ~~● Department VTO Policy~~
  - ~~● Department Telework Policy~~
  - ~~● Economic Self Sufficiency Supervisor Transfer Policy~~
  - ~~● Economic Self Sufficiency Supervisor Workload Distribution~~
  - ~~● Benefit Analyst III Work Out of Class Opportunities~~
  - ~~● Economic Self Sufficiency Phone Worker Breaks~~
  - ~~● Children and Family Services Social Worker Caseload Guidelines~~

15. Staffing Differential Pay: Effective March 24, 2019, the County shall pay staffing differential pay as follows:

Social Worker I	2.00%
Social Worker II	2.00%
Social Worker III	2.00%
Social Work Supervisor	2.00%
Children's Services Social Worker I	2.00%
Children's Services Social Worker II	2.00%

Children's Services Social Worker III	2.00%
Children's Services Social Work Supervisor	2.00%

Effective the first pay period following Board of Supervisors' approval of a successor MOU in 2022, the County will pay a two percent (2%) staffing differential to the Deputy Public Guardians and Supervising Deputy Public Guardians.

#### 16. R3 Data:

- a. Within sixty (60) days of the County Board of Supervisors' approval of a successor MOU in 2022, the County will meet with the Union to discuss R3 targets on a job class/work unit basis.
- b. Performance evaluations and discussions between employees and supervisors will be used to help employees meet R3 goals. However, R3 data will not be the sole basis for removal of previously-authorized telework or flextime authorization for purposes related to performance management.
- c. The parties recognize the importance of documentation of direct client services for BHRS clinical staff and the peer support workforce, as critical to the generation of revenue for MediCal services. R3 is a tool to help employees know how they are spending their work time and to encourage the accurate billing of billable time. Supervisors are encouraged to work with employees proactively to make adjustments to help employees focus on their core work and meet target goals (e.g., temporarily remove from workgroups or community coalitions in order to free up hours for billable work for an employee who is behind on targets), as well as other remedial solutions. While Officer of the Day (OOD) assignments are considered core work, a supervisor may decide to temporarily reduce or reassign an OOD assignment on an ad hoc basis in order to enable an employee to catch up on billing in order to meet their target goals. Such changes are at the full discretion of the supervisor.
- d. BHRS will review issues that affect most or all employees and will consider removal from the R3 hour denomination.

17. Protocol and Training for Health and Safety Concerns: Effective within one hundred eighty (180) days of the Board of Supervisors' approval of a successor MOU in 2022, the County will establish protocols and schedule training for CFS Social Workers and Supervisors, Care Counselors, Community Workers, and Transportation Officers in the Human Services Agency regarding how to address threats, home visits where there are guns in the home, transportation of people with significant violent history, video-recording of employees, and preventing transmission of communicable diseases.

18. Economic Self-Sufficiency Supervisor Transfers: Generally, transfer opportunities will be posted internally for two (2) weeks in advance for any interested and qualified candidates to apply. However, a shorter posting time may be provided if/when, due to unforeseen circumstances, allowing two (2) weeks would cause a negative impact to staff, customer care, or business operations.

19. Economic Self-Sufficiency Phone Worker Breaks: For Economic Self-Sufficiency Phone Workers, rest and meal period schedules will be provided one week in advance whenever possible. However, unforeseen

circumstances, such as unexpected leaves, unscheduled absences, emergencies or unusual service demands may require same-day schedule changes.

- 20. Economic Self-Sufficiency Alternative Work Schedules (i.e., earlier or later start times): The Department will consider alternative work schedules for employees in Economic Self-Sufficiency. Subject to the availability of supervisor coverage, operational requirements, and unit schedule coordination, employees in Economic Self-Sufficiency may submit a written request for an Alternative Work Schedule to their manager. Requests will be considered and approved or denied within two (2) weeks. If a request is denied, a written explanation of the reasons for denial will be provided to the employee. Denial of an alternative work schedule is not subject to the grievance procedure.
- 21. Economic Self-Sufficiency Work Out of Class Assignments: A supervisor may request work out of class assignment to cover a Benefit Analyst III position, and will be reviewed by management on a case by case basis. Decisions will be issued thirty (30) days or less from date of request to allow for initial branch review and final Director approval or denial. The decision whether to approve a work out of class assignment is not subject to the grievance procedure.
- 22. Economic Self-Sufficiency Direct Reports: Effective within sixty (60) days of Board of Supervisors' approval of a successor MOU in 2022, the County will provide the Union with quarterly list of Benefit Analyst Supervisor direct reports. The Union may request a meeting with management to discuss potential redistribution of direct reports due to inequitable distribution. Such meetings will not exceed one per quarter. An employee's volume of direct reports is not subject to the grievance procedure.
- 23. Voluntary Time Off (VTO): Effective within sixty (60) days of Board of Supervisors' approval of a successor MOU in 2022, the Human Services Agency will consider VTO applications for non-FMLA reasons up to five percent (5%). Where coverage is a concern, taking into account alternate work schedules (e.g. flex schedules), and telework already in effect for the employee and the employee's team, such VTO requests may be limited to block time off and may not include VTO used to shorten a regular work day or regular work week. The decision whether to approve a VTO request is not subject to the grievance procedure, but will be subject to appeal to the Human Resources Director under the terms of the VTO policy.
- 24. Telework: The current Human Services Agency COVID-19 Telework Policy is anticipated to be in place until approximately March 2022; however this date is contingent on factors related to public health and safety orders and may change as a result. The Human Services Agency anticipates establishing a post-COVID Telework policy. Once established, the policy will reflect the following principles regarding telework:
  - a. The County recognizes that telework may provide benefits to employees and the County when specific job requirements are compatible with the performance of work from an approved remote worksite other than the employee's normal work location.

- b. Telework is a benefit, not an entitlement. Employees who wish to telework upon implementation of the new policy will be required to have the requested arrangement pre-approved by their Department Director and to sign a Teleworking Application and Agreement. Each department may have additional teleworking requirements, guidelines, or procedures.
  - c. Field work/community work can be performed on either an office or telework day without altering the rest of the week's schedule, and will not create a bank of office or telework days. However, the parties acknowledge that employees may be required to appear in person in the office if field work occurring on office days, in addition to telework, results in an employee's extended absence from the office.
  - d. Factors to be considered in evaluating telework requests include:
    - i. Hybrid options.
    - ii. State and federal confidentiality mandates and the continuation of temporary waivers
    - iii. State and federal in-person hearing requirements
    - iv. Procedures for physical transfer of files and confidentiality measures
    - v. Public facing job requirements and public service levels as determined by the County
    - vi. Coverage and scheduling issues, including alternate work schedule and scheduling issues of those of the employee's team
    - vii. Job performance
    - viii. Requirements for supervisor and peer interaction, and in-person training and events as determined by the County
  - e. The policy will include an appeals process for employees who are denied their request to telework. Such denials will not be subject to the grievance procedure.
25. Classification Studies: Within one hundred twenty (120) calendar days following Board of Supervisors approval of a successor MOU in 2022, the County agrees to:
- a. Perform a classification and compensation study for CHOICES Program Counselors II; and
  - b. Perform a classification study of Peer Support Workers in recognition of the change in certification requirements.

**EXHIBIT C: Inspection and Regulation Unit**

1. Geologist Differential: Environmental Health employees in the classifications of Environmental Health Program Supervisor, Environmental Health Program Specialist, and Hazardous Materials Specialist, who obtain and are assigned to work duties requiring a certificate/registration as a Professional Engineer, Registered Geologist, or Registered Engineering Geologist shall receive a differential of one step (5.74%) in addition to all other compensation. While the incumbents receiving the differential as of June 8, 2018 remain eligible for the differential, no more than two (2) employees at a time may receive this differential. At such time that one or more of the incumbents become ineligible to receive the differential, the parties agree to meet and confer over reduction of the number of employees who may receive this differential at one time.
2. Continuing Education Discussion: At the request of the union, appropriate County officials agree to meet to discuss the use of and need for continuing education. Such discussions shall include, but not be limited to, educational leave days and/or reimbursement for costs associated with continuing education, subject to supervisory approval.

Additionally, at such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

3. Hazardous Materials On Call: Employees assigned to perform on-call duties for the Hazardous Materials Section of the Environmental Health Division shall, regardless of class or work group, be permitted a choice of earning pay or accrual of compensatory time off in compensation for call back time when actually required to report for duty, pursuant to Section 7.4 of this Memorandum of Agreement.
4. Life Insurance for HMERT Team: Effective September 13, 2006, the County and Union reached agreement to increase the Life Insurance for Environmental Health employees who are on the Hazardous Materials Emergency Response Team (HMERT). The County shall provide Fifty Thousand Dollars (\$50,000) of life insurance for the employee and an additional One Hundred Thousand Dollars (\$100,000) of Accidental Death and Dismemberment (AD&D) insurance payable to the employee's beneficiary if the employee's death results from an accident on the job. This increased Life Insurance coverage only applies to staff who are members of the HMERT and shall only apply when they are members of that Team.
5. New Certifications/Licenses: If the County requires new certifications or licenses for an employee's job classification, the County will offer the Union the opportunity to meet and confer over the impacts and effects of the new requirements in accordance with legal requirements.
6. Cell Phones: The County acknowledges the need for reliable cell phone communication between the County and Field Staff in the Environmental Health Specialist, Environmental Health Technician, Environmental Health Supervisor, Hazardous Materials Specialist, Hazardous Materials Supervisor job classifications in order to conduct County business. The County will provide Field Staff in the Environmental Health Specialist, Environmental Health Technician, Environmental Health Supervisor, Hazardous Materials Specialist, Hazardous Materials Supervisor job classifications with a County cell phone to use for County business.
7. Safety Boots: The County will reimburse employees for purchase of safety boots and/or safety shoes up to two hundred fifty dollars (\$250) per calendar year, according to Department policy.
8. Lead Inspector & Assessor Differential: One (1) employee in the Environmental Health Specialist II or III classification who is assigned as Lead Inspector & Assessor, and who maintains a current Lead Inspector &

Assessor certification, shall receive a differential of one step (5.74%) paid only for such hours spent performing Lead Inspector & Assessor work.

9. Certifications: Should Environmental Health employees be required by the State or the County to obtain new or additional certificates, the Union shall be notified and given the opportunity to meet and discuss the changes with the Department.

#### **EXHIBIT D: Institutional Services Unit**

1. Uniforms: The County shall continue to provide appropriate uniforms for employees of the Food Services Division who must wear a uniform. In accordance with this provision, Lab Coats will be made available to all Food Services Supervisors.
2. Culinary Knives: The County has agreed to provide knives for those culinary personnel required to use them in the course of their work.
3. Senior Meals Delivery Coordination Differential: Cooks who perform the duties of baker and AAA Senior Meals Program delivery coordination at San Mateo Medical Center shall receive a differential equivalent to the salary for the classification of Supervising Cook I. Only one employee at a time may be so assigned.
4. Lead Differential: A Food Service Worker or Cook who is assigned to work as a shift lead will receive a differential of one step in addition to all other compensation. This differential will only apply to the hours worked in that capacity.
5. Temporary Cook Differential: A Food Service Worker who is assigned to work as a Cook will receive a differential of one step in addition to all other compensation. This differential will only apply to the hours worked in that capacity.
6. Transfer List: The County encourages hiring managers to consider employees on the transfer list for the purpose of filling vacancies.
7. Layoff: For the purpose of Section 14.5 Layoff and Reemployment Procedures, employees in the following classifications in the Sheriff's Department and Health Systems - San Mateo Medical Center will be grouped together as one home department for the purpose of determining layoff and bumping order: Food Service Workers, Food Service Supervisors, Cooks, Supervising Cooks, Dietitians and Supervising Dietitians.

**EXHIBIT E: Licensed Vocational Nurse Unit**

1. 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 LVN 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.

2. Rest Period: Each institutional Nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the Nurse is off duty on the weekend or two (2) consecutive days off duty, and of at least thirty-one (31) hours between shifts when the Nurse is off-duty on a holiday or for a single day.

All hours worked within the above rest periods shall be paid at the rate of one and one-half (1 ½) times the nurse's straight-time rate of pay. This provision may be waived on the request of the individual Nurse and with the agreement of the supervisor provided that the Nurse is not otherwise eligible to receive overtime compensation. If employees are receiving overtime for such rest period time, they are ineligible for this payment. The provisions of this Section shall not apply to nurses whose regularly scheduled shift requires less than twelve (12) hours between the end of one (1) regularly scheduled workday and the beginning of the next regularly scheduled workday.

3. Scheduled Days Off: The County will continue its present practice with regard to scheduling employees an average of one out of three weekends off duty and shall endeavor to schedule employees an average of every other weekend off duty as soon as feasible. Patient care requirements and equitable staff scheduling shall be considered.
4. No Rotation of Shifts: Shift assignments shall not be rotated for the sole purpose of equalizing tours of duty for Licensed Vocational Nurses on each shift.
5. Shift Assignments: Licensed Vocational Nurses shall be assigned to the shift for which they were employed within (3) months following their first work day. Up to three (3) months of employment shall be considered an orientation period during which time Licensed Vocational Nurses will normally be assigned to the day shift.
6. Double Shift: Part-time nurses working less than forty (40) hours per week who work a double shift of sixteen (16) hours shall receive sixty dollars (\$60.00) in addition to all other compensation. Part-time nurses working more than eight (8) hours but less than sixteen (16) hours shall receive an hourly proration of the above rate.
7. On-Call Duty: Institutional nurses in the Licensed Vocational Nurses' Unit shall be paid the hourly equivalent of one-half (1/2) their base pay for each hour they are required to be in an on-call status. Nurses will not receive on-call pay for periods when they are actually at work.

8. Attendance at Educational Courses: The County will endeavor to schedule required hours of work for Licensed Vocational Nurses so as to permit them to attend educational courses directly related to the nursing profession; provided, however, that such scheduling shall not interfere with normal operation of the department.
9. Educational Leave: All Licensed Vocational Nurses shall be allowed six (6) days of educational leave each fiscal year under prescribed policies.
10. IV/Phlebotomy Skills: The County has agreed to encourage nursing supervisory staff to make use of IV and Phlebotomy skills of those nurses who have passed IV/Phlebotomy classes. The County also agrees to provide the necessary State qualifying training for nurses who are asked to carry out IV and phlebotomy activities.
11. Lead Worker: A Licensed Vocational Nurse who is assigned to work in a lead capacity will receive a differential of one step (5.74%) in addition to all other compensation.
12. Clinic Option: 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. [Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, LVN's assigned to Clinics will receive an additional one percent \(1%\) Clinic Assignment Differential for the time spent working in the Clinic Assignment, for a total of 6.74% in addition to all other compensation.](#)
13. Work Schedules: In areas with no regular schedule, a tentative work schedule shall be posted six (6) weeks prior to its effective date. The schedule shall be finalized no later than ten (10) working days prior to its effective date. Affected LVN's shall be notified before any changes are made to the final schedule.
14. Reduction in Force of Less than Fourteen (14) Days: For reductions in force of 14 days or less including "call-offs", scheduled hours shall be reduced or cancelled in the following order:
  - A. Employees working beyond 40 hours in a week
  - B. Volunteers to reduce or cancel hours
  - C. Extra Help
  - D. Part-Time working beyond hired FTE in that payroll week.

Staff who volunteer or are involuntarily reduced may use (within accrual balances) earned vacation, holiday or comp time, or unpaid leave of absence. Employees will be notified at least one and a half (1 ½) hours prior to the start of their shift. Employees who are not notified at least one and a half (1 ½) hours prior to the beginning of a scheduled shift and who report for work will be worked and paid a minimum of four (4) hours. This minimum guarantee shall not apply if the employer has contacted the employee personally by telephone at least one and a half (1 ½) hours prior to the beginning of the shift. In attempting to make personal contact, the employer shall call employees in both call-off order and in order of seniority until an employee is contacted. If the employer is unable to personally contact any of the employees in a unit scheduled to work, and if all of those employees report for work, the employee at the top of the call-off list, with the least seniority shall be sent home without pay. It shall be the responsibility of each employee to notify the employer of their current home phone number and address. Prior to temporarily

closing, employees will be consulted on the timing and process of the closure. Every effort will be made to provide eight hours' notice prior to closing.

15. Preceptor and Training Pay: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, an LVN assigned Preceptor duties by a manager will be paid a preceptor differential at two dollars (\$2.00) above the hourly rate for each hour that the LVN is so assigned. The LVN preceptor will be paid the preceptor differential for the period of time determined by the employer for preceptor duties. Preceptors will be paid to train full time, part time and per diem newly hired and transferred LVNs. The manager will determine when the preceptor duties end once the LVN can satisfactorily and independently perform clinical functions.

Effective the first full pay period following Board of Supervisors approval of a successor MOU in 2022, LVN's assigned in writing to provide training and lead direction to MSA's, over and above their regular duties as described by their job description, shall receive a differential pay of two dollars (\$2) per hour, in addition to all other compensation, only for time during which the training and lead direction is provided.

16. Scrub Discussion: Effective within ninety (90) days of Board of Supervisors' approval of a successor MOU in 2022, the County will meet with AFSCME to discuss the type of scrubs to be provided through the County's uniform service provider.

**EXHIBIT F: Parks Unit**

1. Uniform Reimbursement: Effective January 1, 2019, following the completion of two (2) biweekly pay periods of service, employees in the Parks Unit shall receive a uniform reimbursement of up to a maximum of eight hundred fifty dollars (\$850) per year for purchase, repair, maintenance, and dry-cleaning of uniform items. Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, following the completion of two (2) biweekly pay periods of service, employees in the Parks Unit (not including Park Aides) shall receive a uniform reimbursement of up to a maximum of nine hundred fifty dollars (\$950) per year for purchase, repair, maintenance, and dry-cleaning of uniform items. Employees hired after January 1<sup>st</sup> shall receive a prorated uniform reimbursement. If the employee's service is terminated for any reason, the County shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.

Employees may use the uniform reimbursement to purchase items from approved vendors. For items not covered by the vendor agreements, employees will submit receipts for reimbursement. The uniform committee shall determine what items or services will be eligible for reimbursement outside the vendor contract. Whether directly billed to the County or reimbursed to employees, the total annual uniform reimbursement per employee will not exceed ~~eight~~nine hundred and fifty dollars (\$~~8~~950.00).

The County agrees to continue the Uniform Committee as needed for the purpose of re-evaluating the uniform policy.

2. Memorial Park Wastewater Certificate: A Park Ranger assigned to the Memorial Park Wastewater Treatment Plant who possesses a current California Grade II Wastewater Certificate, and who spends at least fifty percent (50%) of their time performing duties related to the Memorial Park Wastewater Treatment Plant, shall receive premium pay in the amount of one step (5.74%) in addition to all other compensation. Only one employee may be so assigned. Park Rangers so assigned will be responsible for day to day operations and communications in coordination with the contract provider.
3. Memorial Park Wastewater Relief: A Park Ranger with a current California Grade II Wastewater Certificate, who provides relief for the Ranger regularly assigned to Memorial Park Wastewater Treatment Plant, shall receive the amount of one step (5.74%) in addition to all other compensation paid only for such hours spent performing relief duties. Only one employee may be so assigned.
4. Park Department Maintenance Unit at Coyote Point: Park Rangers II, III, IV, Equipment Mechanic/Operator Parks, and the Parks Open Space Equipment Operator assigned to perform maintenance work at the Parks Department Maintenance Unit at Coyote Point shall receive premium pay at the rate of ten percent (10%) of their base salary in addition to all other compensation. This ten percent (10%) premium pay will be paid beginning in the thirteenth pay period after the employee is assigned to the unit, provided that the employee has demonstrated acceptable maintenance skills.
  - a. For Park Rangers assigned to perform maintenance work at the Parks Department Maintenance Unit at Coyote Point, the maintenance unit premium shall be paid in recognition of maintaining a Class A or B driver's license, and for regular performance of the following job duties the combination of which constitutes duties over and above the requirements of the employee's job description:
    - i. Regular operation of Class A vehicles such as bull dozers, skip loaders, backhoe, paving equipment, excavators, rollers, and industrial mowers in the performance of job duties. Such job duties may include, but are not limited to, transporting large equipment, delivering rock, and

- removing green waste materials; or regular operation of Class B vehicles such as garbage trucks in the performance of job duties;
- ii. Regular performance of infrastructure repairs requiring highly skilled trade qualifications in areas such as such as electrical, carpentry, welding and metal manufacturing, concrete, roofing sewer lines, and tree hazard work.
  - b. For Equipment Mechanic/Operator Parks, and the Parks Open Space Equipment Operator, the maintenance unit premium shall be paid in recognition of regular performance of infrastructure repairs requiring highly skilled trade qualifications in areas such as electrical, carpentry, welding and metal manufacturing, concrete, roofing sewer lines, and tree hazard work.
5. Mileage Reimbursement: Per the Parks and Recreation Division's Administrative Policies and Procedures memo on "Mileage Reimbursement-Remote Areas", Park Rangers assigned to remote locations shall receive mileage reimbursement up to maximum of twenty-five (25) miles per day.
  6. Advance Notice of Trainings: It is the Department's intent to provide thirty (30) days' notice to employees of upcoming, required trainings, when feasible. The Department will make every effort to provide this notice to employees; however, the parties acknowledge the Department does not always have control over the schedules of the professionals providing these trainings. In cases where more than thirty (30) days' notice is given, the Department will work with the employees to reschedule days off to enable them to attend the required training. In cases where schedules must be changed because the Department cannot give thirty (30) days' notice, the County will compensate employees for time in attendance of the required training at the appropriate level of compensation.
  7. Labor Management Committee: The Parks Department and Union will continue to meet in a Labor/Management committee to discuss the future Department organization, work assignments, use of non-county personnel, and other issues to be identified. The Union may have up to one (1) representative per District on this committee.
  8. Parity with Comparable Classes Represented by BCTC: The County will maintain parity between the following classifications represented by AFSCME and comparable job classifications represented by Building and Construction Trades Council (BCTC):

<u>AFSCME Classification</u>	<u>BCTC Classification</u>
Equipment Mechanic/Operator Parks	Equipment Mechanic II
Parks and Open Space Equipment Operator	Road Equipment Operator II
Parks Electrician and Maintenance Worker	Electrician
  9. California Playground Inspector Certification: Up to three (3) Park Rangers assigned by department management as California Playground Inspectors who maintain a current California Playground Inspector Certification shall receive a one-step (5.74%) salary differential paid only for such hours spent performing playground inspections and related work.
  10. California Backflow Tester Certification: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Up to ~~two (2)~~three (3) Park Rangers assigned by department management as Backflow Testers who maintain current California Backflow Tester Certification shall receive a one-step (5.74%) salary differential paid only for such hours spent performing backflow tests and related work.

11. Disaster Service Work Training: The County will endeavor to anticipate and train employees in Disaster Service Worker duties, and invites input from the Union and employees as to appropriate topics for such training. However, the County reserves the right to assign employees to Disaster Service Worker duties as needed in the event of a disaster or emergency.
12. Employee Job Responsibilities in the Event of Wildfire: Within one hundred twenty (120) days of the Board of Supervisors' approval of a successor MOU in 2022, a representative from Class and Comp will work with the department to add language into the job descriptions for the Park Ranger series to reflect the scope of Park Ranger responsibilities in the event of a wildfire. The Department agrees to review and update Policy 102 regarding Emergency Procedures effective within ninety (90) days following Board of Supervisors' approval of a successor MOU. The parties agree to begin discussions regarding the policy update immediately upon ratification of a successor MOU.
13. Classification Study Park Ranger III and IV: Within one hundred twenty (120) days of the Board of Supervisors' approval of a successor MOU in 2022, the County agrees to conduct a classification study of Park Ranger III and IV, including review the nature of capital projects assigned to Park Ranger III and IV, to determine if changes to the job specification are appropriate.
- ~~10.~~14. Transfer of Work: The County will provide the Union with the opportunity to meet and confer over the decision to reassign or transfer bargaining unit work out of the Parks unit to non-bargaining unit employees, except when the County has decided to completely eliminate such services or change the scope or direction of its operations. Where there is an established practice of overlapping duties between unit and non-unit employees, a change in that distribution will not result in a duty to bargain.

**EXHIBIT G: Planning Unit**

1. Notice of Reassignment: Departmental management shall discuss with employees proposed reassignments from one division to another, including workload transition, and shall advise employees of impending reassignments prior to the general release of such information, unless the absence of the employee makes this impossible.
2. Registration Fees. The County agrees to provide reimbursement of professional registration fees for employees in the classification of Capital Projects Manager.
3. Professional Societies and Associations. For employees in the classification of Capital Projects Manager, the County agrees to provide payment on a reimbursement basis up to a maximum of Two Hundred and Fifty Dollars (\$250) per calendar year for payment of the annual dues for a maximum of three (3) professional societies and/or associations. Such professional societies and/or associations shall not have, as one of their principal purposes, the representation of individuals in matters concerning wages, hours or other terms and conditions of employment. The organizations which the employee wishes to join shall be selected by the employee. Reimbursement shall be subject to participation by the employee in said societies and/or associations, and written approval of the department head or his/her designated representative.

For employees in the classification of Planner, the County agrees to provide payment on a reimbursement basis for payment of annual membership dues for the American Planning Association (APA).

4. Educational Leave: For employees in the classification of Capital Projects Manager, the County agrees to provide one (1) day (eight (8) hours) of educational leave per fiscal year.
5. Major Project Coordination Premium Pay: Capital Projects Manager II's assigned in writing, to perform project management and coordination for a major capital project with a budget in excess of forty million dollars (\$40M), and/or which requires a level of complexity that exceeds Capital Project Manager II project assignments, as determined by the department or unit head, shall receive premium pay. ~~shall receive~~ The premium pay will be of ten percent (10%) of ~~his/her~~ the Capital Projects Manager II's applicable salary, in addition to all other compensation. The premium pay will last for the duration of the employee's assignment to perform project management and coordination for the major capital project. Only one (1) employee at a time may be so assigned. Awarding of such allowance must accompany a letter to employee detailing the duration and specifics of the assignment.
5. Planner Assignment Premium Pay: Planners performing the duties of Bayside Design Review Officer, Coastside Design Review Officer, Zoning Hearing Officer, or a duty of equivalent responsibility as determined by the Community Development Director, shall be eligible to receive premium pay of ten percent (10%) in addition to all other compensation. The decision to pay the differential shall be based upon a determination by the Community Development Director that the assigned Planner is performing all aspects of these and other assigned duties at a competent or exceptional level.
6. American Planning Association (APA) National Conference: Upon request from an employee in the classification of Planner, the Planning and Building Department will pay conference registration fees for the employee to attend the APA National Conference (or another professional conference if requested and

approved by the Community Development Director, not to exceed attendance at one conference per year per Planner). Attendance at this conference is considered optional unless otherwise directed by the Department.

In the event that more than one Planner wishes to attend the same conference, Supervisors and Planners shall work together to ensure adequate coverage for the Department.

In the event of optional conference attendance, the employee shall be responsible for the cost of travel expenses. The Community Development Director may consider covering the cost of travel expenses on a case by case basis based on Department business needs, in accordance with the County Travel Policy.

7. Structural Engineering Certification: Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, Building Plan Specialists who maintain a current Structural Engineering Certification will receive a one-step (5.74%) salary differential.

**EXHIBIT H: Plant and Equipment Maintenance Unit**

1. Tool Allowance: The County and the Union have agreed on a tool allowance of Four hundred dollars (\$400.00) per year for the Auto Service Worker I/II and III, Auto Mechanic, Auto Mechanic Trainee and Automotive Services Supervisor classifications. The allowance shall be in the form of a reimbursement for actual expenses and such reimbursement shall be made according to procedures developed by the department. If the employee's service is terminated for any reason, the County shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.
2. Flexible Staffing Automotive Service Worker: The County agrees that one position of Automotive Service Worker III may be flexibly staffed with one position of Automotive Mechanic Trainee, with the condition that upon fulfilling the minimum qualifications for the Automotive Service Worker II, the Trainee will flexibly promote to the Automotive Service Worker II only when a vacancy becomes available.
3. Large Vehicle Differential: Employees in the Motor Pool Division of Public Works 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 performing the work.
4. Wastewater/Water Treatment Differential: Stationary Engineers assigned to the La Honda wastewater treatment plant or County potable water treatment plant, who possess a current California Grade II Wastewater Certificate and/or a current California Grade II Potable Water Certification, shall receive premium pay in the amount of one step (5.74%) in addition to all other compensation. Stationary Engineers so assigned will be responsible for day to day operations and communications in coordination with the contract provider at the La Honda Wastewater Plant, Camp Glenwood wastewater plant, and/or County potable water treatment plant. Up to two (2) employees may be so assigned on a regular basis at the discretion of the County.
5. Lead Worker Custodians Weekend Differential: Custodians assigned as lead worker on a weekend shift shall receive premium pay at the rate of eight and six-tenths percent (8.6%) of his/her salary in addition to all other compensation for each weekend shift. Only one (1) employee at a time may be so assigned.
6. Supervising Custodian Medical Center Premium Pay: Supervising Custodians responsible for overseeing daily housekeeping operations including staffing, solving immediate operational problems and ordering supplies in addition to retaining responsibility for a crew shall receive premium pay at a rate of ten percent (10%) of his/her salary in addition to all other compensation. Only one employee at a time may be so assigned.
7. Utility Worker Lunch Period Coverage: Utility Workers who supervise the Sheriff's Work Program and/or Sheriff's inmates shall be allowed to leave work one-half (½) hour early, or may be authorized to work overtime, if the manager or his/her designee is unable to assign another deputized worker to cover the lunch period.
8. Building Services Vacancies: When a vacancy occurs within Building Services, the department will consider requests for reassignment into the vacant station. All other factors being equal, the department will consider the seniority of the interested individuals in its decision. Vacancies created from the initial reassignment will be filled with an internal or external recruitment process.
9. Coveralls: Coveralls will be provided for Utility Workers in the Sheriff's Department by the County at no cost to the employee.

10. Community Services Officer Uniforms: Employees in the classification of Community Services Officer who work in the Sheriff's Department and are required to wear uniforms shall receive a uniform allowance as specified below:

- a. An initial payment of four hundred twenty-five dollars (\$425.00) shall be made when the employee is hired by or transferred into the Sheriff's Office.
- b. An annual maintenance allowance of four hundred fifty dollars (\$450.00) shall be made on the employment or transfer anniversary date for current employees for the duration of the assignment to the Sheriff's Department. Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, the annual uniform maintenance allowance for CSO's will be increased to six hundred fifty (\$650) per year.
- ~~b.c.~~ Such payments are made for uniform needs of the preceding year and employees shall make any required purchases to maintain uniforms within thirty (30) days of receipt of payment.
- ~~e.d.~~ In the event the Sheriff's Department changes its required uniform, the County agrees to meet and confer with the Union concerning such change and the cost of purchasing new uniforms.

11. Custodian Uniforms:

- a. The County shall provide uniforms to employees in the Custodian classification who work for the Public Works Department.

The County shall continue to supply jackets to employees 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 employee leaves County services or assume duties not requiring travel. Employees are responsible for maintaining their jackets in a neat and clean manner.

- b. The County shall provide uniforms to employees in the Custodian classification who are assigned to the Receiving Home.

~~b.~~

- c. The County will provide uniforms to employees in the Custodian classification who work at the San Mateo Medical Center. Each employee will receive up to five (5) pairs of pants and five (5) shirts per year, and will receive replacement items as needed due to damage or wear and tear. Retired uniforms from past years will be returned upon receipt of new uniforms. Prescribed uniforms and shoes must be worn during all work hours.

~~c.~~

12. Safety Footwear:

- a. The Department of Public Works will provide required footwear for employees in accordance with the Department's Safety Footwear Policy, as periodically amended.

~~a.~~

- b. Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2022, and once every calendar year thereafter, the County will provide to Custodians assigned to work at the San Mateo Medical Center a voucher of two hundred fifty (\$250) for use at a vendor of the County's choice for the purchase of slip resistant shoes. Shoes must meet compliance standards established by the San Mateo Medical Center. The voucher may be used for purchase of shoes, socks and inserts. Unused funds do not carry over year to year.

13. California Backflow Tester Certification: Department management will offer the opportunity to all interested Stationary Engineers at the II level, to have the Department pay for them to take the training and State Certification test for Backflow Testing. Any Stationary Engineer II's who successfully pass the test and receive the State Certification will be eligible to receive a one-step (5.74%) salary differential paid only for such hours spent performing backflow tests, backflow repair, and related work.

Effective the first full pay period following Board of Supervisors' approval, the Stationary Engineer job description will be revised to state: "Some positions may require the successful candidate to acquire Backflow Prevention Tester certification within six months of employment."

14. CSO Body Cameras: Effective as soon as training and implementation is administratively feasible following the Board of Supervisors' approval of a successor MOU in 2022, the Sheriff's Department will provide all CSO's with body cameras and employees will be required to wear and operate them in accordance with Department Policies.

15. Labor Management Committee Discussion: Within one hundred twenty (120) calendar days following Board of Supervisors' approval of a successor MOU in 2022, the Public Works Department and the Union will convene a Labor Management Committee meeting to discuss:

- a. The path for advancement between Stationary Engineer I and II;
- b. The path for advancement between Utility Worker and Senior Utility Worker

A representative from the Career Development Committee will attend the meeting.

16. Within one hundred twenty (120) days of Board of Supervisors' approval of a successor MOU in 2022, the County will conduct a compensation study for the Automotive Mechanic.

- ~~14. The County will complete a classification study of Community Service Officers to be completed by April 2019.~~

**EXHIBIT I: Clinical Laboratory Scientist Unit**

1. Professional Practices Committee: The Professional Practices Committee shall be established consisting of no more than three (3) employees selected by the Union who are covered by this Memorandum of Understanding. The objectives of the Professional Practices Committee shall be to consider constructively the professional practice of medical technology and to consider ways and means to improve medical technology. The Clinical Services Managers in the Public Health Laboratory and the San Mateo Medical Center Laboratory shall meet with the Professional Practices Committee, upon request, for a meeting of no longer than two (2) hours to discuss the activities of the Professional Practices Committee. There shall be no more than one (1) bi-monthly meeting and the Professional Practices Committee shall be excused from duty with pay to attend such meeting.
2. Personal Protective Equipment: The County will provide employees with Personal Protective Equipment, including disposable lab coats, that meets State and Federal regulatory guidelines. ~~Lab Coats: The County has agreed to provide each employee in this unit with four (4) laboratory coats per an exchange system. The County agrees to discuss issues related to lab coats in a Labor Management Committee to be convened within sixty (60) days of the Board of Supervisors approval of a successor 2019 MOU. These discussions shall include, but not be limited to, availability of sufficient numbers of lab coats and potential use of disposable lab coats.~~
3. Lead Workers: ~~Employees designated as lead workers in the Clinical Laboratory shall receive one step in addition to all other compensation. Only two (2) employees may be so assigned at any given time.~~ Clinical Laboratory Scientists assigned to be lead workers shall receive a one-step differential in addition to all other compensation. Only ~~two (2)~~three (3) Clinical Laboratory Scientists may be assigned at any given time, ~~with one (1) lead Clinical Laboratory Scientist differential specifically tied to providing leadership on the evening shift.~~ Employees may be designated as lead over microbiology, point of care, or the blood bank to provide technical oversight, department scheduling, coverage and staff leadership ~~or for having blood bank assignment.~~
- ~~3-4.~~Charge CLS: Effective the first full pay period following BOS approval of a successor MOU in 2022, employees assigned as "Charge CLS" will receive a three percent (3%) differential for hours assigned as Charge CLS only, when neither a supervisor and lead is on duty.
4. 5. Continuing Educational Leave: All employees in the classifications of, Clinical Laboratory Scientist I, Clinical Laboratory Scientist II, Supervising Clinical Laboratory Scientist, Public Health Microbiologist I, and Public Health Microbiologist II shall be allowed three (3) days of educational leave each fiscal year under prescribed policies. The three (3) days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees for licensure and does not constitute a limit on time for additional training that may be needed by the employee or the department.
6. Cross Trained Scientists on Evening/Night Shift Differential: 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.

5. 7. No Salary Linkage: County does not commit to ongoing linkage in salaries between Microbiologist (Public Health) and Clinical Lab Scientist (SMMC).
6. 8. Night Shift Differential: ~~Effective no later than two (2) months following Board of Supervisors' adoption of a successor MOU, e~~Employees in job classifications in the Clinical Laboratory Scientist 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.

9. Discussion Regarding Conversion of Vacant Positions: The County will meet with the Union prior to converting any vacant Clinical Laboratory Scientist or vacant Laboratory Assistant position to a Medical Laboratory Technician to discuss the rationale for doing so.
7. 10. Within one hundred twenty (120) days of Board of Supervisors' approval of a successor MOU in 2022, the County will conduct a compensation study for the Clinical Laboratory Scientist series, including the supervisor.

**EXHIBIT J: Communications Unit**

1. 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.
2. 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.
  - c. Within one hundred twenty (120) days following Board of Supervisors' approval of the 2019 MOU, the Department will identify and implement a comparable certification process for Fire/EMS Controllers hired before January 1, 2019 that will allow them to be eligible for two percent (2%) and an additional three and one half percent (3.5%) certification pay levels. The County shall provide the Union with notice and the opportunity to meet and confer over implementation of the comparable certification process for Fire/EMS Controllers in accordance with legal requirements.
3. 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%) in addition to their base salary. 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.
4. Acting Supervisor Differential: Dispatchers assigned in writing to serve as acting supervisor for a shift or who are assigned to serve as Communications Training Officer (CTO) will receive an eight percent (8%) differential only for the time worked as acting supervisor.
5. 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.
6. Work Schedule: For the Communications Bargaining Unit, the parties agreed that effective November 20, 2005, the 12-hour shift schedule was modified from the schedule of seven 12-hour shifts per pay period (a total of 84 hours with the final 4 hours paid as overtime), to six 12-hour shifts and one 8-hour shift per pay period (a total of 80 hours with no regularly-scheduled overtime). The Union and County agree to jointly develop an alternative to the current 12-hour work schedule. The Union and County agree to meet and confer over the schedule alternative, which will be put into effect no later than July 1, 2020.

Under the current staffing levels, this new schedule will result in four (4) uncovered hours in conjunction with each of the 8-hour shifts. The parties agree that any available overtime resulting from such four (4) uncovered hours will be posted for bid by qualified Dispatcherspersonnel. Priority in such bidding shall be given to the Dispatcher who is working the 8-hour shift that results in the uncovered four (4) hours. No dispatcher will be required to work this overtime.

The parties agree that Dispatchers who bid for any such overtime do so voluntarily and without coercion and that such overtime does not constitute regularly-scheduled overtime in determining compensation earnable for retirement purposes. Neither the employer nor the employee will, therefore, make any retirement contributions on these overtime hours and the compensation resulting from such overtime will not be included in calculating the high salary for retirement annuities.

6.7. Personal Time Off (PTO): The County agrees to increase the PTO (Personal Time Off) hours that can be used up to three hundred (300) hours per fiscal year.

7.8. Mandatory Overtime with Less Than 12-hours' Notice: Communications Dispatchers who are assigned mandatory overtime with less than twelve (12) hours' notice will receive seven and one half (7.5) minutes of compensatory time off for every one (1) hour of mandatory overtime worked in accordance with Section 7 of the MOU between the parties.

~~8. Committee Discussion: Within one hundred twenty (120) days of Board approval of a successor MOU, County representatives shall meet with up to two (2) Union representatives to be chosen by the Union, or other committee composition as mutually agreed by the parties, to meet and discuss the issues of work schedule, scheduling, scheduling responsibility, time off between shifts, shift hours, vacation and shift bid, and a Critical Incident Stress policy.~~

~~9. Wellness Time: Within ninety (90) days after Public Safety Communications has formally occupied the "Regional Operations Center," both parties will meet and confer to discuss the feasibility of incorporating wellness breaks into regular work schedules.~~

~~10. Dress Code Policy: The Union and County agree to jointly develop a department dress code policy. The Union and County agree to meet and confer over the department dress code policy, which will be put into effect no later than the first pay period following the relocation of PSC to the Regional Operations Center (ROC).~~

11.9. Minimum Overtime Hours for PSC: Employees required to physically report back to work during off-duty hours shall be compensated for a minimum of three (3) hours of overtime. Off-duty hours are defined as any work assignment other than the employee's regularly assigned shift that occurs any time during their days and hours off, regardless of whether it is pre-arranged or not, including, but not limited to, pre-scheduled or "voluntary" overtime; last minute or "mandatory" overtime; mandatory training; and court appearances.

Employees will only be compensated under the provisions of this section for subpoenas to appear in court cases if the matter involves their employment with the County. Employees will receive the minimum three (3) hours of overtime if the shift or court appearance is cancelled less than two (2) hours prior to the start of the shift or court appearance. Minimum overtime hours shall not apply to time worked contiguous with an employee's work shift.

12.10. Future Consolidation with Other Agencies: In the event of a County consolidation with another Police, Fire, EMS agency, or agency for which PSC will provide additional dispatch services beyond the current level, the County will provide notice to the Union. The County will meet and confer over identified impacts and effects of such consolidation in accordance with legal requirements.

13.11. Shift Differential: Effective as soon as possible but no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU, Communications Dispatchers will receive shift differential for all hours worked between 6:00 pm and 6:00 am regardless of when the shift begins. Employees who work at least eight (8) hours between 6:00 pm and 6:00 am and continue to work contiguously past 6:00 am will receive shift differential for the remainder of their shift. This differential is in lieu of shift differential provided under Section 8 (entitled "Shift Differential") of the MOU between the parties.

14.12. Shift Length Limit: Communication Dispatchers and Calltakers shall normally not work longer than fourteen (14) consecutive hours. If an employee is required to work a maximum of sixteen (16) hours, the ~~affected~~ employee will be ~~allowed~~ required to have a minimum break of ten (10) hours between shifts, with the understanding that the employee shall be required to work a full twelve (12) hour shift upon return to work, unless otherwise approved by a supervisor. Employees shall not work consecutive 16-hour shifts.

13. Overtime Limit: Communication Dispatchers and Calltakers shall not work more than forty-eight (48) hours of overtime in a rolling 2-week period.

14. Maximum Shift of 14 Hours and Turnaround Time Study: As soon as possible (not pending full agreement over a successor MOU), the Department will suspend the automation of the minimum eight (8) hour turnaround rule in order to measure impact of minimum of ten (10) hour turn around in between shifts, and to determine the staffing threshold required to maintain. The Department will also measure the impact of a maximum shift length of 14 hours. The parties will meet and confer in advance regarding parameters. Once the Department determines the staffing threshold requirement to maintain a minimum ten-hour turnaround time and maximum shift length of 14 hours, the parties will discuss the staffing requirement for a ten (10) hour turn around rule and maximum shift length of 14 hours.

15. Facilitated Committee: The County and Union will establish a committee comprised of two (2) representatives from the County, two (2) representatives from the Union, and the current scheduler. The committee will be facilitated by a State Mediator. The committee will meet to discuss the feasibility of implementing the following:

- a. Break Times
- b. Wellness breaks
- c. Minimum days off
- d. Overtime Limits
- e. Scheduling policies and responsibility
- f. Scheduling rules
- g. Additional Work Schedules

h. CISM.

16. 911 Communication Calltakers Differential: 911 Communication Calltakers shall receive a ten percent (10%) differential pay, in addition to all other compensation.

17. Gang Task Force Differential: A represented Public Safety Communications employee designated by the PSC Director or their designee for rotation to the Gang Task Force shall receive an eight percent (8%) differential pay only for hours worked for the Gang Task Force.

**SIDE LETTER AGREEMENT**  
**between County of San Mateo and**  
**American Federation of State County and Municipal Employees (AFSCME),**  
**Local 829, AFL-CIO**  
**January 9, 2019**

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and AFSCME Local 829 (“AFSCME”). This letter is effective immediately upon approval of a 2018 successor MOU by the San Mateo County Board of Supervisors and shall expire upon completion of the process described herein. By this side letter, the parties agree as follows:

1. Within 90 days of the County of San Mateo Board of Supervisors’ approval of a successor MOU, County Parks Department management representatives including the Parks Department Director, Assistant Director, and Superintendent, will meet with Park Ranger IVs. During the meeting, Park Ranger IVs may present their suggestions for how year-round alternate work week scheduling for AFSCME-represented classifications employed by the County Parks Department may work on a District by District basis.
2. Parks Department management representatives will evaluate the impact(s) of the year round alternate work week scheduling on the Department’s operations. Within 30 days of the parties’ meeting described in number 1, Parks Department management representatives shall decide, on a District by District basis, whether to implement year-round alternate work week schedules.
3. In the event the Parks Department management decides to implement year-round alternate work scheduling in one or more Districts, and later determines that the year-round alternate work schedule no longer satisfies County business needs due to loss of productivity, inadequate staffing, attendance issues, additional overtime costs, or other business reason(s), the Parks Department management reserves the right to revoke approval of year-round alternate work schedules on a District by District basis.
4. Any alternate work week schedule implemented by the Parks Department will be subject to Article 6.2 of the MOU governing Alternate Work Week Options. All management decisions regarding approval or denial of alternate work schedules shall be final. Such decisions shall not be subject to the MOU grievance procedure or meet and confer.
5. Determination to authorize year-round alternative work week schedules shall be at the sole discretion of Parks Department management.

**San Mateo County:**

**AFSCME Local 829:**

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

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

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

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

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

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

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

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



455 County Center  
 Redwood City, CA  
 94063-1663

(650) 363-4343  
 (650) 363-4321

**Director**

Donna Vaillancourt

**ADMINISTRATION**

Fax: (650) 363-4822

**BENEFITS**

Fax: (650) 599-1573

**COMMISSION ON THE STATUS OF WOMEN**

Fax: (650) 363-4822

**EMPLOYEE & LABOR RELATIONS**

Fax: (650) 363-4822

**EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Fax: (650) 363-4822

**PERSONNEL SERVICES**

Fax: (650) 363-4219

**RISK MANAGEMENT**

Fax: (650) 363-4864

**TRAINING & DEVELOPMENT**

Fax: (650) 363-4219

**Board of Supervisors**

Mark Church  
 Carole Groom  
 Richard Gordon  
 Rose Jacobs Gibson  
 Adrienne Tissier

July 14, 2010

Nadia Bledsoe, Business Agent  
 Sharon McAleavey, Business Agent  
 AFSCME, Local 829, AFL-CIO  
 1900 Embarcadero #305  
 Oakland CA 94606-2250

RE: PRE-EVALUATION MEMOS

Dear Ms. Bledsoe and Ms. McAleavey,

In evaluating an employee's performance, depending upon the circumstances, a supervisor or manager may issue a Pre-Evaluation Memo. Some examples of when a Pre-Evaluation memo may be appropriate are:

- There has not been an evaluation written in over two years.
- There is a change in supervisor and a historical problem was not addressed.
- There has been a significant decline in the employee's performance.

The supervisor would advise the employee that absent significant improvement in specific areas, a below-standard evaluation would be issued. Most commonly, the Pre-Evaluation would allow an employee 60 to 90 days to show improvement. If a below-standard evaluation were issued, an employee would be placed on a special review cycle and the normal process would follow.

Sincerely,

Nicole McKay  
 Employee Relations Manager

cc: Donna Vaillancourt, Director, Human Resources Department  
 Liz Caserza, Employee Relations Analyst



August 2, 2010

**Human Resources Department**

www.co.sanmateo.ca.us/hr  
455 County Center  
Redwood City, CA  
94063-1663

(650) 363-4343  
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**Director**

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AFSCME, Local 829, AFL-CIO  
1900 Embarcadero #305  
Oakland CA 94606-2250

**RE: ERGONOMIC EVALUATIONS**

Dear Ms. Bledsoe and Ms. McAleavey,

Employees may request an ergonomic evaluation of their workstation through their supervisor. Following the evaluation by the department's ergonomic coordinator, it may be necessary to obtain specific equipment and/or adjustments to the workstation. If the equipment and/or workstation adjustments are not completed within a reasonable timeframe (e.g. 30 calendar days), the employee may notify me by email. The following information should be provided:

- 1) Employee's Name
- 2) Department Name/Org #
- 3) Supervisor's Name
- 4) Copy of Ergonomic Evaluation

Risk Management will then follow up with the supervisor and provide any assistance. If necessary, further evaluation of the workstation may be needed by a third-party Ergonomist. Risk Management will facilitate this additional review and work with the department if any equipment and/or workstation adjustments are needed to meet ergonomic needs.

If you have any questions or wish to meet to discuss further, please do not hesitate to contact me directly at 650-363-4387.

Sincerely,

Scott Johnson  
Risk Manager

cc: Donna Vaillancourt, Director, Human Resources Department  
Nicole McKay, Employee Relations Manager  
Liz Caserza, Employee Relations Analyst







~~August 30, 2010~~

~~Ms. Nadia Bledsoe~~

~~Ms. Sharon McAleavey~~

~~American Federation of State, County, and Municipal Employees Local 829~~

~~This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of August 8, 2010 through October 13, 2012.~~

~~A. Letters of Reprimand. The County agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within employee Letters of Reprimand. This investigation may be done by a manager, a management analyst, or a representative of the Employee Relations Division. The employee may request at which level she/he wishes the matter to be investigated, however, the final decision as to who will investigate the issue will be made by the Director, Human Resources Department.~~

~~B.1. Leave of Absence Status. Recognizing that the Union needs information as to the leave status of its members for various purposes, the County agrees to provide a list of members who are on leave on a periodic basis and at the request of the Union. It is understood that the main purpose of such lists is for election purposes and that the requests should not be more often than twice a year.~~

~~C. Release Time Notification. The County will make every reasonable effort to notify and confirm to employees when they have been released from work to attend to Union business.~~

~~D. Americans With Disability Act (ADA). Upon the request of the employee a Union representative will be included in meetings dealing with issue of ADA reasonable accommodation.~~

~~E. Job Search. It is the intent of the County to allow a reasonable amount of County time for job search for employees whose positions have been identified as at risk of elimination.~~

~~F. Voluntary Time Off. In the event of a proposed layoff, the County will meet with the union representatives to discuss the feasibility of increased use of VTO as a means of reducing layoffs.~~

~~G. Performance Evaluations. The County agrees that the timely preparation of performance evaluations, (particularly timely evaluations of probationary employees), as stated in the County manager's letter to AFSCME of September 13, 1990, is one of the most important responsibilities of managers and supervisors, and will continue to stress this responsibility. In addition, concerns over employees having not received said evaluations, be they either probationary or permanent employees, should be brought to the attention of the Director, Human Resources Department, through the Employee Relations Division. The Department or Agency involved will be notified of the need to prepare the evaluation where it is found to be due.~~

~~H. The County agrees to remind and support departments' sending copies of final decision letters in the disciplinary process to the Union, where the Union has represented the employee in the Skelly process.~~

~~I. The County does not intend to charge employees for parking. If circumstances occur which result in the County being required to charge employees for parking, the parties agree to meet and confer.~~

~~J. Workers who are required by the Department to obtain a Class A or Class B license will be reimbursed for the cost of the license fee. Additionally, the employee will be afforded reasonable time to obtain the required physical exam and the required DMV test on County time.~~

~~K. Direct Deposit shall be mandatory for all employees hired after October 30, 1999.~~

~~L. The County will communicate to its health and dental plan providers its desire to increase provider membership (doctors and dentists) to increase the choice available to County employees, retirees and dependents. While the County understands that providers are constantly working through their provider relations staff to accomplish this objective, the County will offer its support in identifying ways it can assist in this effort.~~

~~M. The Health Services Department and Sheriff's Office agree to meet with the Union within 120 days of the ratification of the MOU to discuss the Union's concerns regarding employees' safety in the Maguire Correctional Facility. The following topics will be discussed: physical evaluation of work areas to reduce potential hazards, training for defusing violence, and procedures for when violence occurs.~~

~~N. The parties agree to meet during the first year of the contract to discuss the parameters by which steward to steward training may be provided on paid release time, and to discuss County concerns about release time usage.~~

~~O. The County agrees to conduct a classification study of the Self-Sufficiency Program Specialist classification within the term of the agreement.~~

~~P. Aging and Adult Services agrees to meet with the Union within 90 days of the ratification of the MOU to review the internal process for applying for and promoting the Deputy Public Guardian III classification.~~

~~Q.1. Should Environmental Health employees be required by the State or the County to obtain new or additional certificates, the Union shall be notified and given the opportunity to meet and discuss the changes with the Department.~~

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below:

~~Dated: August 30, 2010~~

**APPROVED AND ACCEPTED:**

AFSCME Local 829 \_\_\_\_\_ County of San Mateo

By \_\_\_\_\_ By \_\_\_\_\_

By \_\_\_\_\_ By \_\_\_\_\_





November 16, 2006

Linda Gregory  
AFSCME, Local 829  
144 Brentwood Drive  
South San Francisco, CA 94080

Dear Ms. Gregory:

Occupational health and safety are the mutual concern of the employer, the union and employees. To that end, the County shall comply with applicable Federal, State and local safety laws, rules and regulations and ensure that employees will do the same.

Any workplace safety or health problem which is identified should be initially directed to the supervisor, departmental safety committee or safety representative, or the County's Central Safety Committee as appropriate for review and/or investigation. If the matter is not resolved at the initial level, the union or employee may appeal in writing to Risk Management.

The Safety Officer will investigate the safety and/or health problem, and will respond in writing as soon as possible, but no later than 30 calendar days from the date the problem was brought to his/her attention. The response will include a timeframe for abatement of the problem. If the matter is not satisfactorily resolved with this response, the matter may be submitted to the County Manager for review.

Sincerely,

Janine Keller  
Risk Manager

November 16, 2006

~~Linda Gregory  
AFSCME, Local 829~~

Dear Ms. Gregory:

~~The following memorandum was distributed on November 5, 1990, and remains the policy on the confidentiality of sick leave information:~~

~~DATE: August 5, 1990~~

~~TO: —All Department Heads, Division Heads, and Payroll Clerks~~

~~FROM: —Mary Welch, Human Resources Director~~

~~SUBJECT: —Confidentiality of Sick Leave Information~~

~~During the recently completed negotiations with AFSCME and SEIU, it was brought to our attention that, in some cases, employee sick leave statements are not being treated with appropriate confidentiality. In order to ensure confidentiality, the following is suggested:~~

- ~~1. —The number of people reviewing these statements should be kept to a "need to know" level;~~
- ~~2. —Sick leave statements should never be left in plain view on a desk or other work area; and~~
- ~~3. —Until sick leave statements are permanently placed in an employee's personnel file, they should be maintained in an envelope and removed only when necessary.~~

Sincerely,

~~Donna Vaillancourt  
Human Resources Director~~

November 16, 2006

Linda Gregory  
AFSCME Local 829

Dear Ms. Gregory:

It is the County's policy and goal that all workers shall be treated with respect and dignity. To that end, managers, supervisors, and line workers will each have an obligation of mutual respect.

This shall not prevent a manager or supervisor from providing training or correction to workers and shall not prevent a line worker from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction of work performance, when given by a supervisor, shall normally be done in private.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 16, 2006

Linda Gregory  
AFSCME Local 829

Dear Ms. Gregory:

It has been the County's policy to investigate allegations of harassment made by workers of this County against their supervisors. Admittedly, harassment is a very subjective matter, but the County has and will continue to investigate said allegations and attempt to resolve the problem in an expeditious manner. The County will also investigate and attempt to resolve in an expeditious manner problems which are brought to our attention concerning the narrative section of performance evaluation.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 16, 2006

~~Linda Gregory  
AFSCME, Local 829~~

Dear Ms. Gregory:

Re: Appeal Process—Incompatible Activities

~~A County employee who is denied participation in any outside employment, activity, or enterprise for compensation because such outside employment, activity, or enterprise was deemed inconsistent, incompatible, in conflict with, or inimical to his/her employment with the County may appeal such a decision in the following manner. An employee may be represented throughout the appeal process by his/her employee organization.~~

~~Step 1—Department Head. The employee shall contact his/her department head to schedule a meeting with the department head or his/her designee in an effort to resolve the issue at this level. If the issue is not resolved within the department, the employee may proceed to Step 2.~~

~~Step 2—Human Resources Director. The employee shall make a written request to the Human Resources Director for an informal hearing. The letter should delineate the specifics of the dispute and the remedy sought. Such notification must be received within 28 calendar days from the date the employee's department head first notified them of the denial of outside employment. The Human Resources Director shall meet with the employee and whomever else is deemed appropriate to determine the merits of the dispute. Once the Human Resources Director reaches a decision, the employee and the department head will be notified in writing. The decision of the Human Resources Director shall be final except as specified below.~~

~~Outside Employment Limited to 20 Hours per Week (full-time employees only). In instances where outside employment is denied solely because such employment exceeds 20 hours per week, the employee may, after appealing to the Human Resources Director as described in Step 2 above, seek an exemption from the Board of Supervisors and the employee's department head as specified in Section 2940 of the County Ordinance Code.~~

Sincerely,

~~Donna Vaillancourt  
Human Resources Director~~

November 16, 2006

Linda Gregory  
AFSCME, Local 829

Dear Ms. Gregory:

The following letter was sent to all management staff by April 30, 1990, as agreed in negotiations.

**TO:** All Management Employees

**FROM:** John L. Maltbie

**SUBJECT:** Employee Performance Evaluation

Evaluating employee performance is one of the most important responsibilities of a manager or supervisor. Evaluations provide a framework for setting and accomplishing organizational and individual goals and objectives. An effective evaluation process lets employees know what is expected of them, how they are performing, and how they can improve and/or take advantage of growth and career opportunities. This is particularly true when the employee is on probation, forming the basis for their future work habits and relationships. The following guidelines should be followed in the performance evaluation process:

1. **Timelines:** Employee Performance Reports are to be completed annually on all permanent employees regardless of the length of service. For 6 month probationary employees, reports are to be completed prior to the end of the third and sixth months and for 12 month probationary periods, prior to the end of the third, sixth, and twelfth months.

It is particularly important that reports be done in a timely manner. Probationary employees must have a report completed at the end of their third month of service so that they have every opportunity to successfully complete their probationary period.

2. **Feedback:** Feedback on employee performance is a continual process throughout the year and needs to be given as recognition for achievements or when the employee is having difficulty meeting performance standards or objectives. The report form itself documents the ongoing feedback that the supervisor has discussed with the employee throughout the year, in addition to setting specific objectives the employee is expected to accomplish during the next review period. Although employees may disagree with some of the supervisor's statements, there should be no surprises during the performance appraisals conference.
3. **Employee Response:** Employees should be given 10 working days from the date the written report is discussed with the employee to comment and/or respond to the evaluation content and process.
4. **Working Draft:** Since the performance appraisal conference is a cooperative effort between supervisor and employee, the report form should initially be done as a draft. This provides an opportunity for the employee to assess his/her performance and draft performance objectives to be discussed at the conference.
5. **Improvement Needed/Unsatisfactory Evaluation:** If the overall work performance either needs improvement (below the standard level required for the position) or is unsatisfactory (inadequate and definitely inferior to the standards of performance required for the position), Employee Performance Reports must be completed monthly with clearly defined 30-day performance objectives.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 2, 2006

~~Linda Gregory, Associate Director  
AFSCME, Local 829~~

~~Dear Ms Gregory:~~

~~“Rule of Seven” Explanation~~

~~The process of certifying names from eligible lists is governed by Section 4 of Civil Service Commission Rule IX.~~

- ~~• If a list other than a reemployment eligible list is to be used, the top seven available candidates on the eligible list are certified to the appointing authority.~~
- ~~• If any other candidates have the same score as the number seven candidate, they are also certified to the vacancy.~~
- ~~• If more than one vacancy is being filled, the base number of candidates to be certified is increased by one for each additional vacancy. For example, if there are not ties at number seven on the list and there are two vacancies, eight names are certified. If two individuals are tied at number seven and there are two vacancies, eight names are certified.~~
- ~~• Names are removed from the eligible list in accordance with the provisions of Section 4 of Rule VIII. When a name is removed from the list under this Section, the next highest scoring candidate is added to the list.~~
- ~~• If the list contains six or less names, the Appointing authority may select from that list, schedule another examination or use an alternate eligible list.~~

~~Sincerely,~~

~~Donna Vaillancourt  
Human Resources Director~~

San Mateo County CIVIL SERVICE COMMISSION RULES**Rule IX****REQUISITION AND CERTIFICATION**

~~SECTION 1. REQUISITION OR REQUEST FOR PERSONNEL: Whenever a vacancy in the classified service is to be filled, other than by transfer or demotion, the appointing authority will notify the Director as far in advance as possible and request certification on a form prescribed by the Director. In cases where selective certification based on bona fide occupational qualifications or on special skill requirements is desired the personnel requisition will include complete justification. Following receipt of a request for personnel the Director will determine which eligible list is to be used.~~

~~SECTION 2. PRIORITY OF ELIGIBLE LISTS: Eligible lists shall be certified to fill permanent vacancies in the following order:~~

~~A. Departmental Reemployment Eligible List~~

~~B. General Reemployment Eligible List~~

~~C. Promotional Eligible List (General and Departmental)~~

~~D. General Eligible List~~

~~E. Reinstatement Eligible List shall be certified in addition to C and D above and shall be considered for appointment at the discretion of the appointing authority.~~

~~SECTION 3. CERTIFICATION FROM REEMPLOYMENT ELIGIBLE LISTS: If a reemployment eligible list is used the Director will certify the name of the person who is the highest on the list and available for employment. This person shall be appointed if the position is to be filled. The Director may remove from a reemployment eligible list the name of any person who waives employment after certification.~~

~~SECTION 4. CERTIFICATION FROM OTHER ELIGIBLE LISTS:~~

~~A. If a list other than a reemployment eligible list is to be used the Director shall certify the top seven available candidates to the vacancy. If any other candidates have the same score as the number seven candidate then they shall also be certified to the vacancy.~~

~~B. If more than one vacancy occurs then the base number of candidates to be certified shall be increased by one for each additional vacancy in each case.~~

~~C. All names on the reinstatement eligible list may be certified in addition to the promotional or general eligible list.~~

~~D. A department may request that certifications to that department be restricted to candidates currently employed by that department.~~

~~SECTION 5. PROCEDURE WHEN ELIGIBLE LIST CONTAINS SIX OR LESS NAMES: When an eligible list, other than a reemployment eligible list, contains six or less names the Director shall certify the remaining name(s) to the appointing authority. If the latter does not wish to appoint the person(s) certified the Director may either schedule another examination or use an alternate eligible list. A person(s) whose name(s) appeared on the eligible list for the classification in which the vacancy exists shall be included in the certification, even though additional name(s) are certified from an alternate eligible list.~~

~~In the case of a new examination, the current eligible list will be expired and the person(s) on that list will be notified of the new examination process.~~

~~**SECTION 6. NOTIFICATION TO ELIGIBLES:** The Director will notify applicants whose names have been certified regarding the person(s) in the departments to contact regarding pre-employment interviews.~~

~~**SECTION 7. PROCEDURE WHEN NO ELIGIBLE LIST EXISTS:** When no eligible list exists, a provisional appointment may be made in accordance with Rule XI Section 7.~~

~~**SECTION 8. CERTIFICATION TO TEMPORARY AND EXTRA HELP POSITIONS:**~~

~~A. The Director may refer qualified persons from whatever sources are deemed appropriate.~~

~~B. If the persons are referred and appointed from existing eligible lists to extra help entry or journey level positions, such extra help employees may be given a probationary appointment without further examination provided:~~

- ~~1. The person is appointed to the same classification as originally certified for the extra help appointment,~~
- ~~2. There has been no break in service of more than 30 days during the period of the extra help appointment, and~~
- ~~3. The eligible list that the extra help employee was appointed from has since expired.~~

~~San Mateo County~~ CIVIL SERVICE COMMISSION RULES**Rule VIII****ELIGIBLE LISTS**

~~SECTION 1. ORDER OF ELIGIBLES:~~ Applicants for employment who qualify in an examination shall have their names placed on the appropriate eligible lists in the order of their final scores.

~~SECTION 2. EFFECTIVE DATE OF ELIGIBLE LISTS:~~ Eligible lists shall be in effect from the date on which approved by the Director. Changes in rank, or addition or subtraction of names because of errors or re-ratings, shall not change the effective date of an eligible list.

**SECTION 3. DURATION OF ELIGIBLE LISTS:**

~~A.~~ The duration of eligible lists shall be as follows:

- ~~1.~~ Departmental promotional eligible lists are established for a period of one year.
- ~~2.~~ General promotional eligible lists are established for a period of nine months.
- ~~3.~~ Open eligible lists are established for a period of six months.
- ~~4.~~ Reemployment eligible lists are established for a period of one year.
- ~~5.~~ Reinstatement eligible lists are established for a period of one year.

~~B.~~ When, in the opinion of the Director, an eligible list does not meet the needs of the County, the Director may order new examinations to provide candidates. All successful applicants shall have their names placed on eligible lists in the order of their final scores.

~~C.~~ Eligible lists may be extended by the Civil Service Commission provided that the total duration of the list does not exceed two years. The Director may, if conditions require, extend an eligible list one time for a period of up to three months. (amended 01/08/04)

**SECTION 4. REMOVAL OF NAMES FROM ELIGIBLE LISTS:**

~~A.~~ The Director shall remove from eligible lists the names of all applicants that have remained thereon for the duration of the list.

~~B.~~ If, at the time of termination, an employee's name appears on a promotional eligible list his/her name shall be removed from the promotional list and placed on the open competitive eligible list for that classification, if any, in accordance with the final score.

~~C.~~ The Director may remove the names of applicants from an eligible list when, in his/her opinion, the applicant no longer possesses the minimum qualifications of the classification.

~~D.~~ The Director may remove from eligible lists the names of applicants who:

- ~~1.~~ Decline three offers of appointment.

~~2. Request to have their names removed from an eligible list or state that they are not interested in employment in that classification.~~

~~3. Fail to respond to an invitation for pre-employment interview following certification from an eligible list.~~

~~4. Cannot be located by the U.S. Postal Service.~~

~~5. Are appointed to permanent positions in the classification for which their names were on eligible lists. This does not apply to eligibles who are appointed to temporary positions.~~

~~E. Where an applicant has been passed over three times for employment by the same appointing authority, the Director may remove the name of that applicant from that specific eligible list.~~

~~**SECTION 5. ELIGIBLE LISTS/PERMANENT POSITIONS:** Eligible lists for permanent positions shall consist of the following types:~~

~~Departmental Reemployment Eligible List: The departmental reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in Rule XVI. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.~~

~~General Reemployment Eligible List: The general reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certification on a County wide basis.~~

**SAN MATEO COUNTY**  
**HUMAN RESOURCES DEPARTMENT**  
**Inter-Departmental Correspondence**

DATE: ~~November 5, 2006~~

TO: ~~All Managers~~

FROM: ~~Casey Echarte, Employee Relations Manager~~

SUBJECT: ~~Assignment to Work at an Alternative Location~~

~~In some circumstances, it may be appropriate during the course of an investigation and/or during the Skelly process for an employee accused of wrongdoing to be kept away from his/her regular work location.~~

~~Unless required by a governing agency, this should be the exception rather than the rule, and discussed with Employee Relations and/or County Counsel prior to implementation. In determining whether to leave the accused employee in his/her regular work area, assign them to work at home, or to assign them to another location/set of duties, the following issues will be discussed:~~

- ~~• Could the employee hinder the investigation by corrupting data or removing/destroying other evidence?~~
- ~~• Could the employee cause further harm if left in his/her current position? (e.g. A Social Worker accused of inappropriate behavior with a child)~~
- ~~• Is the employee a potential threat/danger to others?~~
- ~~• Are there other governing agency requirements? (e.g. State requirement to remove a health care employee accused of abuse)~~

~~If the department determines to assign the employee to an alternative location, a letter will be given to the employee, informing them of this arrangement, the duration of which will be kept to the shortest amount of time that circumstances warrant.~~





**- Revised Agreement -  
Mental Health Division and AFSCME Local 829  
Part-Time Employees - School and Community-Based Youth Staff**

The following agreement is entered into between the Mental Health Services Division and AFSCME Local 829, effective November 1, 2000.

The Mental Health Division employs part time staff in school-based and community-based Mental Health youth programs whose weekly work schedules often exceed the hours authorized by their status (e.g. .5 FTE = 20 hours per week, .8 = 32 hours per week) 1) while school in session and/or 2) because of the inability to predictably schedule work with their target client population. Conversely, the weekly work schedules of those positions commonly require fewer hours than those authorized by their status 1) during the summer (non-school) months and/or 2) when there are fewer crises or slower, more predictable activity in their target-client population.

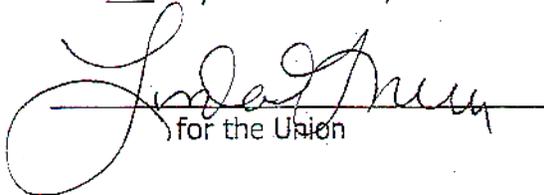
The goal of this agreement is that the hours worked in any such part time position over the calendar year will, excepting authorized overtime (see below) be approximately equal to the worker's status as a percent of full time.

Hours worked in a work week while schools in session or during a period of peak client activity which exceed the worker's normal status may be converted to compensatory time on an hour-for-hour straight time basis subject to the provisions of the MOU regarding compensable overtime and to the limits on accrued compensatory time in the applicable work groups.

If such an employee works more than forty (40) hours in a work week they will be compensated at the overtime rate pursuant to the provisions of Section 7 of the MOU.

These part time employees shall be entitled to holiday pay in proportion to their annual FTE status (e.g. .5 FTE = 4 hours holiday pay, .8 = 6.4 hours holiday pay). Employees will accrue holiday time at the same rates for floating and Saturday holidays. Section 16.1 of the MOU on calculating holiday pay for part time employees shall not apply to these employees.

Signed this 1 day of December, 2000

  
for the Union

  
for the Mental Health Division













