

**TENTATIVE AGREEMENT  
BETWEEN SAN MATEO COUNTY  
AND SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) LOCAL 521  
RE: 2021/22 SUCCESSOR MOU NEGOTIATIONS**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the Service Employees International Union ("Union") Local 521 (hereinafter collectively called "the parties") on wages, hours and terms and conditions of employment. The salaries, hours, fringe benefits and working conditions set forth have been mutually agreed upon by the designated bargaining representatives of the County and the Union and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Union.

Upon ratification and approval, this Agreement will amend the MOU between the parties dated October 7, 2018 - October 2, 2021.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the parties. Language in the MOU between the parties not amended by this Tentative Agreement will remain unchanged. The parties agree that any and all Tentative Agreements are hereby incorporated. Any outstanding proposals not agreed to are hereby withdrawn by the parties.

This Tentative Agreement is subject to ratification by Association-Union membership and approval by the Board of Supervisors of the County of San Mateo.

FOR THE COUNTY

FOR THE UNION SEIU 521

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# Memorandum of Understanding

between

**County of San Mateo**

and

**Service Employees International Union**

(SEIU)

Local 521

\*\*\*

~~October 7, 2018~~ -- October 32, 2021 – October 5, 2024

**SEIU  
MEMORANDUM OF UNDERSTANDING**

**Table of Content**

**Table of Contents – to be updated**

Preamble..... 1

5.3 Salary Step Increases .....9

Compensation benefits .....10

11.3 Continued Use of Bilingual Language Skill~~1819~~

11.4 Transfers .....19

11.5 Review .....19

11.6 Administration .....19

15.1 Definition of Layoff.....~~2122~~

15.2 Notice of Layoff .....~~2122~~

15.4 Identification of Positions for Layoff .....~~2223~~

15.5 Procedures.....23

15.6 Names of Employees Laid Off to be Placed on Reemployment and General Eligible Lists 24

15.7 Abolition of Position .....~~2425~~

16.1 Application .....~~2425~~

16.2 Health Benefits Following Layoff.....~~2425~~

16.3 Educational Stipend .....25

17.1 Eligibility .....25

17.2 Holidays .....~~2526~~

17.3 Holiday Falling on a Sunday .....27

17.4 Holiday Falling on Employee’s Regular Day Off .....27

17.5	Hours Worked on a Holiday.....	27
19.1	Vacation Allowance .....	<del>27</del> <sup>28</sup>
19.2	Vacation Schedule .....	<del>28</del> <sup>29</sup>
19.3	Vacation Allowance for Separated Employees.....	29
20.1	Accrual.....	29
20.2	Usage .....	29
20.4	Accounting for Sick Leave .....	<del>30</del> <sup>31</sup>
20.5	Credits.....	31
20.6	Incapacity to Perform Duties.....	31
20.7	Use of Sick Leave While on Vacation .....	31
20.8	Sick Leave During Holidays .....	<del>31</del> <sup>32</sup>
20.9	Catastrophic Leave Program .....	<del>31</del> <sup>32</sup>
20.10	Sick Leave for Child Birth and Adoption .....	33
21.1	General.....	33
21.2	Benefit Entitlement.....	33
21.3	Seniority Rights and Salary Adjustments.....	34
21.4	Job Incurred Disability Leave .....	34
21.5	Leave of Absence Without Pay .....	35
21.6	Military Leaves of Absence.....	36
21.7	Absence Due To Required Attendance in Court.....	36
21.8	Educational Leave of Absence With Pay.....	37
21.10	Bereavement Leave.....	<del>37</del> <sup>38</sup>
Section 22.	Hospitalization and Medical Care .....	38
22.2	Permanent Part Time Employees .....	38
22.3	Sick Leave Conversion to Health Coverage Upon Retirement .....	38

22.4	Additional Sick Leave Credit Disability Retirement .....	39
22.5	Sick Leave Conversion – Survivor Benefit.....	40
22.6	Additional Sick Leave Credit .....	40
22.7	Out of Area .....	40
22.8	Deferred Compensation Automatic Enrollment for New Employees .....	41
Section 23. Dental Care and Vision Care.....		41
Section 24. Optional Additional Benefits .....		<del>42</del> <a href="#">4241</a>
Section 25. Change in Employee Benefit Plans .....		<del>42</del> <a href="#">4241</a>
25.1	Benefits Committee .....	<del>42</del> <a href="#">4241</a>
25.2	Benefits Levels .....	42
25.3	Agreement Implementation.....	42
25.5	Health Plan Changes.....	42
25.6	Benefit Booklets .....	<del>43</del> <a href="#">4342</a>
Section 26. Life Insurance.....		<del>43</del> <a href="#">4342</a>
26.1	Coverage .....	<del>43</del> <a href="#">4342</a>
Section 27. Long Term Disability Insurance.....		43
Section 28. State Disability Insurance .....		<del>44</del> <a href="#">4443</a>
Section 29. Promotion.....		<del>44</del> <a href="#">4443</a>
29.1	Examinations .....	<del>44</del> <a href="#">4443</a>
29.2	Promotional Eligible Lists .....	<del>45</del> <a href="#">4544</a>
29.3	Probationary Period .....	<del>45</del> <a href="#">4544</a>
Section 30. Career Opportunities Program .....		45
Section 31. Part-Time Positions Which Become Full-Time .....		<del>46</del> <a href="#">4645</a>
Section 32. Geographical Displacement .....		<del>46</del> <a href="#">4645</a>
32.1	Employee Preference.....	<del>46</del> <a href="#">4645</a>

32.2	Non-Disciplinary Disposition.....	46
Section 33.	Change of Assigned Duties .....	46
33.1	Reclassification Procedure .....	<a href="#">4746</a>
Section 34.	Pay for Work-Out-Of-Classification .....	<a href="#">4746</a>
34.1	Salary Step Increases <a href="#">4847</a>	
Section 35.	Probationary Period .....	<a href="#">4847</a>
35.2	Regular Appointment .....	48
35.3	Reemployment.....	<a href="#">4948</a>
35.4	Reemployment in New Classification.....	<a href="#">4948</a>
35.5	Rejection During Probationary Period .....	<a href="#">4948</a>
35.6	Transfer Within Existing Classification .....	49
Section 36.	Performance Evaluations .....	<a href="#">5049</a>
Section 37.	Dismissal, Non-Punitive Discipline or Demotion for Cause .....	50
37.1	Notice.....	<a href="#">5150</a>
37.2	Appeals .....	<a href="#">5150</a>
Section 38.	Grievances.....	<a href="#">5150</a>
38.1	Definition.....	51
38.2	Procedure .....	51
38.3	Scope of Adjustment Board and Arbitration Decisions.....	<a href="#">5352</a>
38.4	Compensation Complaints .....	<a href="#">5352</a>
38.5	Grievance Procedures/Practices .....	53
38.6	No Strike .....	<a href="#">5453</a>
38.7	County Charter and Civil Service Commission .....	<a href="#">5453</a>
Section 39.	Loss of Compensation .....	54
Section 40.	Personnel Files .....	<a href="#">5554</a>

40.1	Inspection and Review .....	<a href="#">5554</a>
40.2	Letters of Reprimand .....	<a href="#">5554</a>
40.3	Criminal Investigation .....	<a href="#">5655</a>
Section 41.	Committees .....	<a href="#">5655</a>
41.1	Wellness Committee.....	<a href="#">5655</a>
41.2	EEO Advisory Committee .....	<a href="#">5655</a>
41.3	Central Safety Committee .....	<a href="#">5655</a>
41.4	Deferred Compensation Committee.....	56
Section 43.	Past Practices and Existing Memoranda of Understanding .....	<a href="#">5756</a>
Section 44.	Retirement Plans.....	<a href="#">5756</a>
44.1	Employees Hired before August 7, 2011. ....	<a href="#">5756</a>
44.2	Employees hired Between August 7, 2011 and December 31, 2012. ....	57
44.3	Employees hired on or after January 1, 2013.....	<a href="#">5857</a>
44.4	Retirement COLA Cost .....	<a href="#">5857</a>
Section 45.	Longevity Pay .....	<a href="#">5857</a>
Section 46.	Contracting Out .....	58
Section 47.	Term of Agreement .....	<a href="#">5958</a>
	INSERT SALARY SCHEDULES .....	<a href="#">6665</a>
	INSERT SALARY SCHEDULES .....	<a href="#">6867</a>

# MEMORANDUM OF UNDERSTANDING

## Preamble

Local 521, Service Employees International Union, 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 [workeremployees](#) 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 (MOU) is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

## Section 1. Union Recognition

Local 521, Service Employees International Union, hereinafter referred to as the "Union" or "SEIU 521", 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) Accounting and Administrative Services Unit
- (2) Appraisal Unit
- (3) Office and Technical Services Unit
- (4) Engineering Unit
- (5) Library Unit

## Section 2. Union Security

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all [workeremployees](#) in all classes covered by this MOU regardless of whether they are members of the Union.

### 2.1 Reinstatement

[WorkerEmployee](#)s that are separated from the representation unit shall be reinstated upon the [workeremployee](#)'s return to the representation unit. For purpose of this Section, the term separation includes transfer out of the representation unit, layoff, FMLA leave, [workeremployees](#) comp absence and any leave of absence with or without pay.

### 2.2 Payroll Deduction

The County shall deduct Union membership dues and any other mutually agreed upon payroll deduction including voluntary COPE checkoff, from [workeremployees](#)' paychecks under procedures [outlined in this section, as](#) prescribed by the County Controller. The deduction shall be made only after the Union certifies to the County a list of [workeremployees](#) who have authorized such deductions.

Where the County receives employee requests to cancel, [revoke](#) or change deductions, the County will direct employees to the Union. [WorkerEmployee](#)s may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such

~~workeremployees~~ are assigned and for the COPE Fund. All employees in the unit who have authorized Union dues, shall have such deduction continued and shall be made only upon signed authorization from an employee and only after the Union certifies to the County a list of employees who have authorized such deduction(s).

### 2.3 County Obligations

- (1) All dues and COPE deductions shall be transmitted to Local 521 in an expeditious manner.
- (2) All transmittal checks shall be accompanied by documentation which denotes the ~~workeremployee~~'s name, employee's number, amount of deduction (including COPE) and member status.
- (3) 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.

### 2.4 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.

### 2.5 Communications with ~~Worker~~Employees

The Union shall be allowed by departments in which it represents ~~workeremployees~~ the use of a designated bulletin board visible and accessible to employees for communications having to do with official organization business. The department involved and/or Employee Relations will investigate problems that the Union identifies with respect to the use of bulletin boards.

The Union may distribute materials to unit ~~workeremployees~~ through County mail and email distribution channels if approved by Employee Relations as long as they remain in compliance with County policies. This privilege may be revoked in the event of abuse after Employee Relations 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 Union-related emails during County work time without first obtaining approved release time.

Any representative of the Union shall give notice to Employee Relations at least twenty-four (24) hours in advance when contacting ~~workeremployees~~ during their duty period, provided that solicitation for membership or other internal union business shall be conducted only during the non-duty hours of all ~~workeremployees~~ 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.

### 2.6 Use of County Buildings

County buildings and other facilities may be made available for use by County ~~worker~~employees or the Union or its representatives in accordance with such administrative procedures as may be established by the County Manager or department heads.

## **2.7 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 ordinance, resolution, policy, 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 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 the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

## **2.8 Employee Roster**

The County shall supply without cost to the Union a bi-weekly electronic and sortable data processing run of the names, classifications, work locations, work, home, and personal cellular telephone numbers on file with the County, personal email addresses on file with the County, and home addresses on file with the County of all ~~worker~~employees in the units represented by the Union. Such lists shall indicate hourly rates of pay, hours worked, gross pay, Union dues withheld from ~~worker~~employees' checks as of the date the roster was prepared, membership status, the names added to or deleted from the previous list, and whether each such change in status was due to any type of leave of absence, termination, layoff, reemployment after layoff, retirement, or withdrawal from the Union. The County shall notify the Union of ~~worker~~employees who are on an unpaid status in excess of twenty-eight (28) days.

## **2.9 Third Party Notification**

The County acknowledges the Union's standing information request for notification in the event the County receives a Public Records Act request for bargaining unit contact information. The County will notify the Union of any such requests that are submitted to Human Resources.

## **2.10: New Employee Orientation**

The County and the Union shall continue to work on best practices during the term of the agreement, to ensure labor access to new employees' on-boarding and/or orientation for the purpose of educating them on their representation opportunities at the time of hire. ~~Toward that goal, the County shall administer an opportunity for the Union to meet with new employees as follows:~~

The County shall alternate in-person and remote New Hire Benefits Orientations and/or on boarding for new employees. All new employees are encouraged to attend ~~the first new employee orientation within thirty (30) days of hire, 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. One (1) member designated by the Union will be granted release time for this purpose, unless otherwise agreed to with Employee Relations. A non-employee Union Representative may also attend.

a- If the orientation is held online, the members designated by the Union may reserve available, private meeting space, provided it does not interfere with County business operations. If new employee orientation is held online, release time shall include set up time to attend the orientation.

The County shall provide the Union at least ten (10) days advance notice of a scheduled orientation. The Union will be copied on the New Employee Orientation invitation sent to SEIU-represented workers, which includes the names and email addresses of SEIU represented employees who will be attending the orientation.

For employees who do not attend ~~aan benefits~~ orientation within the first month of their employment, the Union ~~may can~~ schedule, ~~at the supervisor's discretion,~~ up to thirty (30) minutes with each employee to meet directly with them to provide information. Such meeting may occur no later than ninety (90) days of hire. Release Time requested for this activity will be reviewed and approved by Employee Relations and the employee's supervisor under normal Release Time processes.

~~Until such time the New Employee Orientation procedure is permanently established by the parties, if~~ a new employee delivers a membership card to a Payroll Coordinator, the Payroll Coordinator will scan and email the form to the Union, followed by an original by mail. The County shall include the SEIU 521 designated membership card in the benefit enrollment packet/folder for all new employees.

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 the temporary acceptance and delivery of membership cards.

### **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.

#### **3.1 Attendance at Meetings**

County ~~worker~~employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay, including reasonable travel time (or reasonable set up time for virtual meetings), 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 the event that these meetings are held virtually, employees on site may reserve available, private meeting space, provided it does not interfere with County business operations. 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 representatives or stewards shall submit written requests for excused absences to Employee Relations at least two (2) working days prior to the meeting whenever possible. Except by agreement with Employee Relations, the number of ~~worker~~employees excused for such purposes shall not exceed three (3) per Union, or two (2) from each of the following representation units:

- (1) Accounting and Administrative Services Unit
- (2) Appraisal Unit
- (3) Engineering Unit
- (4) Library Unit
- (5) ~~and~~And five (5) from Office and Technical Services Unit, whichever is greater, at any one time.

If any ~~worker's~~employee's request for excused absence is not approved, they will be provided the reason for denial in writing. Such disapproval shall be subject to appeal to the ~~County Manager~~Human Resources Director, whose decision shall be final.

Shop stewards working P.M. shifts shall be provided two (2) hours of paid release time and reasonable travel time within San Mateo County to attend monthly steward council meetings held in the evening, not to exceed ~~eight (8)~~four (4) times per year. ~~Shop s~~Stewards working day shifts shall be provided two (2) hours of paid release time and reasonable travel time within San Mateo County to attend monthly steward council meetings held during the day, not to exceed ~~four (4)~~eight (8) times per year.

The number of stewards released shall not exceed thirty (30) in any given month. Requests for release time shall be made to Employee Relations by the Union.

The Union shall provide updated lists of chapter officers and stewards to Employee Relations on a quarterly basis. Only chapter officers and stewards on the lists shall be eligible for release time.

It is acknowledged that the County will attempt to provide such release time, but that each instance must be considered on a case-by-case basis and the County shall not unreasonably deny requests. Any denial of requested time off may be appealed to the Human Resources Director, whose decision shall be final.

All approved release time will be coded appropriately on the employee's timecard using pay code ~~010RTE~~. Paid release time is authorized for the following activities:

- (1) Transmitting communications authorized by the Local Union or its Officers to the County or his/her representative.

- (2) Meetings with County management concerning the enforcement of any provision of this Agreement or matters within scope of representation;
- (3) Investigating and processing grievances or disciplinary appeals;
- (4) Attending Union contract ratification and chapter meetings:-
- (5) Attending Labor-Management meetings;
- (6) Posting Union notices in County designated/authorized locations.

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

Time spent in meetings with the County on matters listed in Section 3, which occur outside of the employee's regular work schedule, is not compensable. Employees should not code release time for such time when the employee is not scheduled to work.

### **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 Employee Relations in writing of the individuals so designated. Alternates may be designated to perform Steward's function during the absence or unavailability of the stewards. Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other ~~worker~~employees within the same work area or 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 unreasonably denied. Stewards shall promptly report to the Union any grievances which arise and cannot be adjusted on the job. Supervisory ~~worker~~employees shall not represent non-supervisory ~~worker~~employees in a grievance procedure where such activity might result in a conflict of interest. Neither stewards nor the Union shall order changes, and no change shall be made except with the consent of the appropriate department heads.

The Union shall notify the County in advance of an investigatory meeting if an additional steward is required to attend for the purpose of taking notes. Unless the County objects, an additional steward may be released for this purpose.

### **3.3 Union Release Time**

- (1) The County and the Union agree that the Union may designate representatives to be freed from their normal job duties and responsibilities without reduction in their full pay and benefits for release time activities and duties performed in accordance with this section.
  - a. The Union shall notify the Human Resources Director or other authorized individual in writing of such designations and re-designations.

- (2) Reasonable paid release time ~~and reasonable travel time for~~ up to two (2) SEIU 521 Officers or their designee(s) shall be granted by the County to attend Board of Supervisors meetings subject to departmental approval. A written request for release time shall be made to the Human Resources Department within twenty-four (24) hours following the posting of the Board Agenda. Any denial of union release time must be made in writing with an explanation for the denial. The Union will be so notified and have the opportunity to discuss this matter with the Human Resources Director whose decision shall be final.

### **3.4 Leaves of Absence for Union Work**

~~Leaves 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 when feasible.

~~Worker~~Employees are entitled to retain all seniority, pay and benefits while on a leave to work for the Union. 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. The Union will reimburse the County in full within thirty (30) calendar days of receipt of each bill. The County shall provide the Union and the employee with a minimum of thirty (30) days' notice before ceasing payment. If the Union fails to make payment within that time, future payments, benefits and retirement contributions to the employee will cease.

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 forty-five (45) days-notice; or, if the request were for an individual for whom we claim Federal funding and the County would suffer that loss of revenue)

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.

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

There shall be no discrimination because of sex, pregnancy, childbirth, breastfeeding or related medical conditions, race, veteran status, religion (including religious dress), color, national origin or ancestry, physical or mental disability, medical condition, marital status, age, gender (including gender identity and gender expression), sexual orientation, use of family medical leave, genetic testing, or any other basis protected by federal or state law or County Ordinance, or legitimate union activities against any ~~worker~~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 ~~worker~~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, unless the schedule specifically indicates otherwise. The rates of pay set forth in the Exhibits represent the total compensation due ~~worker~~employees, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors or by this MOU.

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.

As reflected in the Exhibits, salaries shall be adjusted as follows.

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 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 the first, full pay period following Board of Supervisors' approval of a successor MOU, there shall be a three percent (3%) cost of living adjustment plus a one percent (1%) equity adjustment (for a total adjustment of 4%) for all represented classifications.~~

~~Effective October 6, 2019, there shall be a three percent (3%) cost of living adjustment plus a one percent (1%) equity adjustment (for a total adjustment of 4%) for all represented classifications.~~

~~Effective October 4, 2020, there shall be a cost of living adjustment for all represented classifications that is at least two percent (2%) and no more than three percent (3%), determined by the 2019-20 fiscal year average of Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners. In addition, there shall be a one percent (1%) equity adjustment (for a total adjustment of 3% to 4%) for all represented classifications.~~

## 5.2 **Entrance Salary**

Except as herein otherwise provided, the entrance salary for a new workeremployee entering County service shall be the minimum salary for the class to which ~~he/she is~~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 Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which the workeremployee is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.

## 5.3 **Salary Step Increases**

Permanent and probationary workeremployees 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. A step shall be defined as 5.74%, and all references to a "step" in this agreement are understood to equate to 5.74%. 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 workeremployees serving in that classification.

- (1) After completion of 1040 regular hours of satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the workeremployee shall be advanced to the next higher step in the salary schedule for the classification. If ~~an~~an workeremployee is appointed at a step higher than the first step of the salary range for that class, 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 workeremployee 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 operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance ~~an~~an workeremployee 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.

- (4) When recommended by the appointing authority and approved by Human Resources Director, ~~worker~~employees may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final. Changes in ~~aan~~ ~~worker~~employee's salary due to promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that ~~worker~~employee.
- (5) If ~~aan~~ ~~worker~~employee completes the 1040 or 2080 hours in the middle of a pay period, the ~~worker~~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 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 effective with the start of the next pay period.

#### **5.4 Salary Anniversary Dates**

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

A permanent ~~worker~~employee accepting provisional employment in a higher or different class in the County Classified Service, who reverts to the former classification, shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment.

Upon recommendation of the appointing authority and approval by the Human Resources Director, provisional, temporary and extra-help ~~worker~~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. Also, continuous service in provisional, temporary, or extra-help capacity shall be added to service in a regular established position for the purpose of determining ~~aan~~ ~~worker~~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 28 consecutive calendar days during which the ~~worker~~employee was not in a pay status, except by approval of the Human Resources Director or except when the ~~worker~~employee is absent from their position by reason of an injury or disease for which ~~he/she is—they are~~ entitled to and currently receiving ~~Worker~~Employees' Compensation benefits.

#### **5.5 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.

#### **5.6 Salary Step After Promotion**

When [aan workeremployee](#) 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 [workeremployee](#) shall be entitled to the next step in the salary schedule of the higher class which is at least one step above the rate ~~he/she has~~[they have](#) been receiving, except that the next step shall not exceed the maximum salary of the higher class.

### **5.7 Salary Step After Demotion**

When [aan workeremployee](#) is demoted, whether such demotion is voluntary or otherwise, that [workeremployee](#)'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 [workeremployee](#)'s classification, and designate such rate of pay as "Y" rate (see Section 5.8), and also provided that [aan workeremployee](#) 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) their salary in the higher classification.

If [aan workeremployee](#) voluntarily demotes to a class previously held, the [workeremployee](#) shall be placed at the same step in that class which the [workeremployee](#) held last. The [workeremployee](#)'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, [aan workeremployee](#) taking a voluntary demotion to a classification in the higher series (e.g., clerical [workeremployee](#) to Benefits Analyst I class) shall be placed at the salary step in the new salary range which most closely approximates such [workeremployee](#)'s salary in the prior class.

### **5.8 Reclassification of Position**

~~A~~[An workeremployee](#) in a position reclassified to a lower class shall have the right of either (1) transferring to a vacant position in their present class 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 class at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower class.

### **5.9 "Y" Rate Process Upon Reclassification**

When [aan workeremployee](#) is reclassified downward, ~~he/she~~[they](#) shall continue in their present salary range, with cost of living adjustments, for two years, at which point the [workeremployee](#)'s salary shall be frozen ("Y" - rated) until the salary assigned to the lower class 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.

### **5.10 Thursday Night Paychecks**

The County will make biweekly paychecks available to [workeremployees](#) who are assigned to and working a shift as defined in Section 8, on the Thursday evening prior to the regular Friday pay day. It is understood that events may occur which may make delivery of Thursday paychecks impractical. The Union shall hold the County and its officers and [workeremployees](#) including the

Controller, harmless for failing to make available paychecks on Thursday evenings as provided above. WorkerEmployee subject to wage garnishment shall not be eligible for Thursday night availability of paychecks.

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

The standard workweek for workeremployees 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. WorkerEmployees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

### **6.1 Out-of-Town Weekend Work Assignments**

Any workeremployee who is assigned work that requires him or her to be out of town overnight on one or more weekend days shall be compensated as follows:

- (1) \$50.00 per day for each weekend day (Saturday and/or Sunday) the workeremployee is out of town.
- (2) Regular and/or overtime compensation as provided in the MOU for each hour actually worked during such assignments, subject to usual pre-approval requirements.

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.

### **6.2 Alternate and Flexible Work Schedules**

The County agrees that the availability of alternative/flexible work schedules is a valuable benefit to workeremployees in that they promote job satisfaction while also reducing traffic congestion and air pollution.

The parties agree to work together to achieve the many benefits of Transportation Systems Management. To that end, the parties agree that, at the request of either party, the parties shall meet and confer regarding the establishment of alternative work schedules (4/10, 9/80, flex time, job sharing, etc.), voluntary time off, expansion of the telecommuting prototype, and other related issues.

The County may, on a department by department, division by division, or unit by unit basis, offer alternative work week options. Such options may include, but are not limited to, 4/10 workweek, 9/80 scheduling, flexible schedules and job sharing. Should a department or division agree to enter into an alternative workweek 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 alternative schedules are identified. Except in cases of emergency, alternative schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternative work schedules, the department head's 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**

Full-time, permanent ~~worker~~[employees](#) may request a reduction in their work hours through the Voluntary Time Off (VTO) Program as described in the County's Voluntary Time Off Policy as summarized herein. ~~Worker~~[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 Department.

Participating ~~worker~~[employees](#) shall be considered to be in a full-time pay status and the voluntary reduction in work hours will have no effect on the following benefits:

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

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~~[employee's](#) salary, the reduced work hours and/or 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. ~~Worker~~[Employees](#) 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 their 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 ~~worker~~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.

~~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 a worker covered by the Fair Labor Standards Act.~~

For purposes of determining eligibility for overtime compensation, only holiday 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 Compensatory Time Off shall count as hours worked when the employee is called back to work after regular hours pursuant to Section 7.4 of this MOU. Effective November 2014, in exchange for the change in overtime eligibility, the salary schedules for all employees were 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 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. Overtime shall be calculated from the ~~worker~~employee's base pay only unless monetary payment at a different rate is prescribed for an ~~worker~~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 ~~worker~~employees to be compensated by monetary payment or by compensatory time off. The decision of the Director shall be final; provided, however, that prior to changing the work group of an existing classification covered by this MOU the 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 ~~worker~~employees covered by the Fair Labor Standards Act shall be allocated to Work Group 1. ~~Worker~~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 ~~worker~~employee, except ~~that~~ wildfire assistance and disaster relief work that is reimbursable by the State or Federal government will be compensated solely by monetary payment and not by compensatory time off. This provision is not intended to prevent those positions funded by State or Federal funds on an ongoing basis from earning compensatory time off.

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.

- (1) Work Group 2: ~~Worker~~Employees in Work Group 2 may be compensated for overtime worked only by being allowed compensatory time off, ~~except that~~ wildfire assistance and disaster relief work that is reimbursable by the State or Federal government will be compensated solely by monetary payment and not by compensatory time off. This provision is not intended to prevent those positions funded by State or Federal funds on an ongoing basis from earning compensatory time off.

No more than two hundred forty two hundred forty (240) hours of such compensatory time off may be accumulated at any one time. Compensatory time off which accrues in excess of two hundred forty (240) hours must be liquidated by monetary payment.

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

a. Note: Work Groups 3 and 4 pertain to ~~worker~~employees not covered by this MOU.

- (2) Work Group 5: ~~Worker~~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 ~~worker~~employee. Compensatory time off which accrues in excess of eighty (80) hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classes to work groups, any ~~worker~~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**

~~Worker~~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 ~~worker~~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 (6) minute increment. Part time ~~worker~~employees will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek.

### 7.5 **Compensatory Time Off**

Utilization of compensatory time off shall be by mutual agreement between the department head and the ~~worker~~employee. The smallest increment of compensatory time which may be taken off is 6 minutes.

### 7.6 **Scheduled Workday**

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

## **Section 8. Shift Differential**

### 8.1 **Definition**

- (1) Shift differential pay, for the purpose of this Section, is defined as pay at a rate that is 8% above the ~~worker~~employee's base pay.
- (2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time ~~worker~~employees shall be at least twenty dollars (\$20.00) above the ~~worker~~employee's base pay, to be prorated for part-time ~~worker~~employees.

### 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, ~~worker~~employees who are regularly assigned by a supervisor to work a shift of eight (8) hours or more that starts after 11:59 a.m. and before 1:01 a.m. shall be paid 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.

Effective as soon as possible but no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU, ~~worker~~employees in Records and the Jail (Sheriff's Department) who work day shift, and who are assigned by the Department to continue to work past the end of their shift for at least four (4) hours to cover part or all of swing shift, or to come in early to cover part or all of grave shift for at least four (4) hours contiguous with their regular shift, will receive shift differential for the swing or graveyard shift hours. If an employee in Records or the Jail, who regularly works a shift differential-eligible shift, is required to work overtime at the end of their shift with no break, the employee will receive shift differential for the additional overtime worked.

### 8.3 **Split Shifts**

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

~~All Grandfathering agreements between the parties regarding shift differentials, including the side letter dated November 1, 2009, are hereby terminated. 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.

### **Section 9. Application of Differentials**

If ~~aan worker~~employee has been receiving a shift differential or some other differential or pay for work-out-of-class as provided in this MOU or in the Salary Ordinance for thirty (30) or more calendar days immediately preceding a paid holiday, 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 ~~worker~~employee's holiday pay, vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of ~~aan worker~~employee on a rotating shift shall include the shift differential such ~~worker~~employee would have received had ~~he/she~~they been working during such period.

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

When warranted and in the interest of the County operation, department heads may assign ~~workers~~ employees to on-call status.

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

~~Workers-Employees~~ shall be paid an hourly rate of \$4.40 for time in which they are required to be in an on-call status, unless otherwise provided below.

~~Workers-Employees~~ receiving call-back pay shall not be entitled to on-call pay simultaneously.

Within ninety (90) calendar days of ratification, the parties will meet and confer over the County's October 12, 2021 proposed changes to Section 10. On Call Assignments, including the impacts of regular and voluntary on-call assignments, and the list of current required on call assignments provided by the County. Effective the first full pay period following the parties' agreement over revisions to Section 10 On-Call Assignments, the hourly rate for on-call assignments will be increased to five dollars and forty cents (\$5.40) per hour for time in which employees are in an on-call status.

### **Section 11. Bilingual Pay**

Effective the first full pay period following Board of Supervisors approval of this successor MOU, a salary differential of Seventy Dollars (\$70.00) biweekly shall be paid to 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.

An employee may submit a request for bilingual pay to their Department Head or designee. Upon receipt of an employee request for bilingual pay, the Department Head or designee shall approve or deny the request within thirty (30) calendar days. If the Department Head or designee does not respond within thirty (30) calendar days, the employee may submit the request to the Human Resources Director or designee, who will approve or deny the request within thirty (30) calendar days. Within one (1) week of approval, the County shall contact the bilingual examiner and offer the employee appointment dates and times for the bilingual examination.

Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Human Resources may approve retroactivity for bilingual pay on a case by case basis.

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.

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 Employee Relations, who will investigate the matter within thirty (30) calendar days.

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

If any ~~worker~~employee'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.

The County and the Union agree to meet and confer, at the request of either party, to make appropriate changes to the above lists based upon the factors discussed in this section and/or to discuss other related issues such as ~~worker~~employees required to use bilingual skills while performing job duties outside of their assigned classifications. At the request of the Union, the County will meet with the Union to discuss the need for additional bilingual positions.

### **11.1 Hiring and Selection**

The County will continue to recruit and hire ~~worker~~employees based on a specific need for bilingual skills. Within thirty (30) days of hire, the employee's Department Head or designee shall submit a Bilingual Salary Differential Allowance form to the Bilingual Pay Coordinator. If the Department Head or designee does not submit the form within thirty (30) calendar days, the employee may submit a request to the Human Resources Director or designee, who will submit a Bilingual Salary Differential Allowance form to the Bilingual Pay Coordinator within thirty (30)

calendar days. Within one (1) week of approval, the County shall contact the bilingual examiner and offer the employee appointment dates and times for the bilingual examination.

### **11.2 Testing**

All ~~worker~~employees hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present ~~worker~~employees may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the County from requiring that said ~~worker~~employees be tested. Requests by ~~worker~~employees to be tested for bilingual skill proficiency will be referred to the Human Resources Director or his/her designee whose decision shall be final.

### **11.3 Continued Use of Bilingual Language Skill**

~~Worker~~Employees hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. ~~Worker~~Employees who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said ~~worker~~employees and there are sufficient positions within the classification that said ~~worker~~employee can fill. Nothing herein precludes any of the above- specified ~~worker~~employees from promoting to higher classifications.

### **11.4 Transfers**

Transfers of ~~worker~~employees occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the MOU. 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. If the number of filled positions in a specific division or geographical location are to be reduced, ~~worker~~employees will be given reasonable notice prior to loss of the bilingual pay differential.

### **11.6 Administration**

Administration of the bilingual pay plan will be the overall responsibility of Human Resources. 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**

Except where indicated below, the County does not reimburse ~~worker~~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 Director whose decision shall be final. After notification is received from the IRS indicating a change in its allowable mileage rate, the County will change its rate to coincide with the rate set by the IRS, as soon as possible.

Definition of Regular Work Location: The County facility(ies) or designated area(s) within the County where [aan workeremployee](#) reports when commencing their regularly assigned functions.

Any County facility(ies) or designated area(s) to which [aan workeremployee](#) is assigned for a period in excess of thirty (30) consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments that extend beyond thirty (30) days may be considered for a mileage reimbursement eligibility extension not to exceed a total of twenty (20) additional work days. All approval authority for extensions rests with the Human Resources Director whose decision shall be final.

AAn workeremployee is entitled to mileage reimbursement under the following conditions:

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

Example: AAn workeremployee lives in Burlingame and regularly works in San Mateo - distance home to work is 8 miles. Due to an early meeting the [workeremployee](#) must travel from home to Redwood City (21 miles). The [workeremployee](#) is entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (home to Redwood City).

- (4) AAn workeremployee who is required to engage in any work related travel at the conclusion of which the [workeremployee](#)'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 their residence.

Example: AAn workeremployee lives in Palo Alto and regularly works in Redwood City - distance home to work is 13 miles. The [workeremployee](#) has a meeting at Hayward (31 miles) which ends at 5:00 p.m. and therefore, the [workeremployee](#) will go directly home (31 miles). The [workeremployee](#) is 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).

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 ~~worker~~employee for tuition and related fees paid for courses of study taken in off-duty status if the subject matter is closely related to the ~~worker~~employee's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Director with the County Manager's concurrence. There must be a reasonable expectation that the ~~worker~~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 criteria. The ~~worker~~employee must both begin and successfully complete the course while employed by the County.

The ~~worker~~employee must apply on the prescribed form to their 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 ~~worker~~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 ~~worker~~employee must submit to Human Resources 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. Resignation and Reinstatement**

A probationary or permanent ~~worker~~employee who has resigned in good standing or accepted a voluntary demotion may, within 2 years following the effective date of the resignation or voluntary demotion, request that the Human Resources Director place their name on the reinstatement eligible list for any classification for which ~~he/she is~~they are qualified. Additionally, ~~worker~~employees who occupy positions which the Department Head has determined are at risk of being eliminated may be placed on appropriate reinstatement lists prior to the anticipated date of layoff. This list may be considered by department heads in addition to either the promotional eligible or general lists but cannot take precedence over the department reemployment or general reemployment eligible lists.

### **Section 15. Layoff and Reemployment**

**15.1 Definition of Layoff**

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

**15.2 Notice of Layoff**

The department head will give at least thirty (30) days advance written notice to ~~worker~~ the employees to be laid off except in an emergency situation in which case the Human Resources Director may authorize a shorter period of time. The County recognizes the impact of layoffs and will strive to give the impacted employees as much notice as possible.

The department head, or designee, will notice the impacted employees and the Union with an offer to meet with the Union. The meeting with the Union will occur as soon as possible.

**15.3 Precedence by Employment Status**

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

- (1) Extra-Help or Seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary - among probationary ~~worker~~employees in a classification, order of layoff shall be by reverse order of seniority as determined by total continuous County civil service, not continuous time in that probationary period. ~~Worker~~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 class, by department according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

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 ~~aan workeremployee~~ is required to be absent from their position by reason of an injury or disease for which ~~he/she is they are~~ entitled to and currently receiving ~~WorkerEmployees'~~ Compensation benefits shall be included in computing length of service for the purpose of determining that ~~workeremployee's~~ seniority rights.
- (3) Time worked in an extra-help 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 year of continuous employment for each 2080 straight-time hours worked.
- (5) If two (2) or more ~~workeremployees~~ have the same seniority, the examination scores for their present classification shall determine seniority.

**15.4 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.

**15.5 Procedures**

- (1) ~~A displaced employee will be afforded the opportunity to meet with a Human Resources representative, and a steward and/or SEIU 521 representative, to review their options under the established layoff procedures and receive additional support needed to navigate through the layoff procedures.~~
- ~~(1)(2)~~ A displaced ~~workeremployee~~ will be transferred to any vacancy with equivalent FTE status in their classification in their home department.
- ~~(2)(3)~~ If no vacancy with equivalent FTE status exists in the ~~workeremployee's~~ classification in the home department, an ~~an workeremployee~~ shall have the right to interview for any other vacancies, County-wide, in their classification, or other classifications for which ~~he/shethey have-has~~ bumping rights. ~~WorkerEmployees~~ who choose this option shall have a list of all such vacancies provided by the County. The County will arrange for interviews for vacancies in which the ~~workeremployee~~ is interested.
- ~~(3)(4)~~ ~~WorkerEmployees~~ who are notified they will be laid off shall have the choice to:
  - a. Take a voluntary demotion within the same department to any classification, at the ~~workeremployee's~~ discretion, in which the ~~workeremployee~~ had prior probationary or permanent status provided such a position is held by ~~aan workeremployee~~ with less seniority.

- b. On a departmental basis, displace the workeremployee in the same classification having the least seniority in County service.

~~(4)~~(5) Displaced workeremployees may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any classification for which they are deemed qualified by the Human Resources Director or designee, in the Director's opinion, the worker is qualified. The workeremployee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 15.3.

~~(5)~~(6) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, an workeremployee may, with the approval of the Human Resources Director and the department head, demote or transfer to a vacant position for which he/shethey possesses the necessary skills and fitness.

~~(6)~~(7) A transfer, for layoff purposes, is defined as a change from one position to another in the same class or in another class, the salary range of which is not more than 10% higher.

~~(7)~~(8) Part-time workeremployees shall not displace full-time workeremployees, unless the part-time workeremployee has held full-time status in the class.

~~(8)~~(9) In addition to all other options, workeremployees in classes-classifications at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

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

The names of workeremployees laid off shall be placed on reemployment eligible lists as hereinafter specified. Former workeremployees 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 workeremployees 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 class shall consist of the names of workeremployees and former workeremployees with probationary or permanent status 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 Section 15.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the workeremployee worked.

The general reemployment eligible list for each class shall consist of the names of workeremployees and former workeremployees with probationary or permanent status 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 15.6 shall not apply to ~~worker~~employees who have accepted severance pay upon termination of employment.

### **15.7 Abolition of Position**

The provisions of this Section 15 shall apply when an occupied position is abolished.

## **Section 16. Severance Pay**

### **16.1 Application**

If ~~aan~~ ~~worker~~employee's position is abolished and ~~he/she is~~they are unable to displace another County ~~worker~~employee as provided in Section 15, ~~he/she~~they shall receive ~~reimbursement~~ ~~severance pay~~ 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 the ~~employee's~~ unused sick leave; provided, however that such ~~worker~~employee shall be eligible for ~~reimbursement~~ ~~severance pay~~ only if ~~he/she~~they remains in the service of the County until their services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced ~~worker~~employee in other ~~agencies~~departments. If such employment is secured, the ~~worker~~employee will not be entitled to the aforementioned ~~reimbursement~~ ~~severance pay~~.

Severance pay as described in Section 16.1 shall not be denied because ~~aan~~ ~~worker~~employee refuses to take a position requiring ~~twenty-nine~~ (29) hours or less work per week.

### **16.2 Health Benefits Following Layoff**

The County will pay the County ~~share of the~~ premium for nine (9) months of medical coverage only for ~~worker~~employees who are laid off. This coverage is contingent on the following conditions;

- (1) The ~~worker~~employee has not refused a County job offer.
- (2) The ~~worker~~employee is unemployed.
- (3) The ~~worker~~employee continues to pay their share of the premium.
- (4) ~~The coverage is for health insurance only, and does not cover dental or vision insurance; and~~
- ~~(3)~~(5) ~~Such coverage runs concurrently with COBRA and CalCOBRA.~~

### **16.3 Educational Stipend**

If ~~aan~~ ~~worker~~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 17. Holidays**

## 17.1 Eligibility

Regular full-time ~~worker~~employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time ~~worker~~employees shall be entitled to holiday pay, not to exceed 8 hours for any one day, in proportion to the average percentage of hours worked during the two pay periods without holidays immediately preceding the pay period which includes the holiday.

## 17.2 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) |
| (3)          | February 12*   | (Lincoln's Birthday)*               |
| (4)          | Third Monday in February   | (Washington's Birthday)             |
| (5)          | Last Monday in May   | (Memorial Day)                      |
| (6)          | <u>June 19</u>   | <u>(Juneteenth)</u>                 |
| <u>(7)</u>   | July 4   | (Independence Day)                  |
| <u>(78)</u>  | First Monday in September  | (Labor Day)                         |
| <u>(89)</u>  | Second Monday in October   | (Indigenous Peoples' Day)           |
| <u>(910)</u> | November 11  | (Veterans Day)                      |
| <u>(110)</u> | Fourth Thursday in November  | (Thanksgiving Day)                  |
| <u>(124)</u> | Friday following Thanksgiving Day  |                                     |
| <u>(132)</u> | December 25  | (Christmas)                         |
| <u>(143)</u> | 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 12<sup>th</sup>, except as provided in Section 17.5. This provision shall not apply to ~~worker~~employees of the Office of the District Attorney who shall continue to observe Lincoln's Birthday as a holiday.

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.

### Court Holidays

~~Worker~~Employees of the Office of the District Attorney will observe all Saturday holidays on the Friday preceding said holiday instead of being credited with a floating holiday.

### Winter Recess Days

- (1) Effective in December ~~2019-2022~~ and December ~~2020~~2023, the County shall provide ~~two (2)~~three (3) paid winter recess holidays (the equivalent of ~~sixteen (16)~~twenty-four (24) hours for a full time employee) per year.
- (2) For a ~~two (2)~~three (3) day period designated by the County between December 26th and December 31st of ~~each year during the term of this 2018 MOU~~2022 and 2023, the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions employing members of this SEIU collective bargaining unit may move to minimum staffing levels and/or close business, depending on the needs of the department and the public served. Which departments and divisions will close or go to minimum staffing and which bargaining unit members will be required to work is entirely within the discretion of the Appointing Authority or their designee. The determination for closure shall be made by the Department Head and subject to County Manager and Board of Supervisors' approval.
- (3) During the Winter Recess, regular full-time ~~worker~~employees in established positions shall be entitled to eight (8) hours of full pay for each day of the ~~two~~three-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time ~~worker~~employees shall be entitled to holiday pay, not to exceed eight (8) hours for any one (1) day, in proportion to the average percentage of hours worked during the two (2) pay periods without holidays immediately preceding the pay period which includes the holiday.
- (4) If ~~either any~~ of the Winter Recess days falls on a day the ~~worker~~employee is not regularly scheduled to work, or if ~~an~~ worker~~employee~~ is required to work on a Winter Recess day, the employee shall be entitled to equivalent straight time off with pay. "Winter Recess" exchange days shall be scheduled in the same manner as vacation, unless the department's policy is to schedule vacation per a vacation sign up list, in which case these days shall be scheduled in the same manner as a Floating Holiday This equivalent time off is limited to ~~sixteen (16)~~twenty-four (24) hours. ~~No employee will be allowed to have an accumulation of more than forty-eight (48) hours of Winter Recess time to their credit at any one time.-with any time earned in excess of thirty-two (32) hours forfeited.~~ If ~~an~~ worker~~employee~~ leaves County service with accrued Winter Recess hours, those hours will be cashed out with terminal pay. ~~Worker~~Employees working on a Winter Recess day shall be compensated in accordance with the provisions of this MOU.
- (5) Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.

### **17.3 Holiday Falling on a Sunday**

If one of the holidays listed above falls on Sunday, the holiday will be observed on a Monday. In County facilities where there is 24-hour per day coverage, employees in those facilities working such coverage shall observe holidays on the actual day of the holiday. Such employees assigned to work on a holiday will be compensated in accordance with Section 17.5.

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

If any of the holidays listed above falls on a day other than Sunday and the ~~worker~~employee is not regularly scheduled to work that day, or if ~~an~~ worker~~employee~~ is required to work on a holiday,

he/she/they shall be entitled to equivalent straight time off with pay. This equivalent time off is limited to one hundred twenty (120) hours with any time earned in excess of one hundred twenty (120) hours cashed out at the equivalent straight time rate. If an workeremployee leaves County service with accrued holiday hours, those hours will be cashed out.

### **17.5 Hours Worked on a Holiday**

WorkerEmployees working on a holiday shall be compensated for such time worked at the rate of one and one-half (1\_1/2) times the straight-time rate. This compensation may, at the workeremployee's option, be in the form of overtime pay or compensatory time off, but not a combination of the two.

In accordance with the leave approval provisions of Section 19.2, workeremployees may use floating holiday time earned for Saturday holidays on the Friday immediately preceding the holiday. This is not intended to mean that management approval is not required for use of this time, but is intended to allow workeremployees to use the floating holiday on the day before it is actually earned.

### **Section 18. Election Days**

The County does not intend to prohibit workeremployees from being absent from work on election days if workeremployees 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 19. Vacations**

#### **19.1 Vacation Allowance**

WorkerEmployees, excluding extra-help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule. Part-time workeremployees except extra-help shall be entitled to vacation accruals on a pro-rated basis.

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

- (1) During the first 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 5 years of continuous service, vacation will be accrued at the rate of 5 hours per biweekly pay period worked.
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 6 hours per biweekly pay period worked.
- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 7 hours per biweekly pay period worked.
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 8 hours per biweekly pay period worked.

- (6) After completion of 25 years of continuous service, vacation will be accrued at the rate of 9 hours per biweekly pay period worked.
- (7) No ~~worker~~employee will be allowed to have an accumulation of more than fifty-two (52) biweekly pay periods vacation accrual to their credit at any one time. However, ~~worker~~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 completion of thirteen (13) biweekly pay periods of service.
- (9) Vacation may be used in increments of six (6) minutes.
- (10) Extra-Help do not accrue vacation credits, except that prior extra-help service shall be included with service in a regular established position in computing vacation allowance for the purpose of this Section. Such service as extra-help may not be included if it preceded a period of over twenty-eight (28) consecutive calendar days during which the ~~worker~~employee was not in a pay status, except if approved by the Human Resources Director.

## **19.2 Vacation Schedule**

The time at which ~~worker~~employees shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority shall be given consideration in scheduling vacations and in giving preference as to vacation time. The Employee Relations Division agrees to investigate and, if appropriate, to ensure that ~~aan~~ ~~worker~~employee be allowed to take vacation time off when the ~~worker~~employee is at the maximum vacation accrual amount. The decision of the Employee Relations Manager shall be final.

## **19.3 Vacation Allowance for Separated ~~Worker~~Employees**

When ~~aan~~ ~~worker~~employee is separated from County service their remaining vacation allowance shall be added to their final compensation.

## **Section 20. Sick Leave**

### **20.1 Accrual**

All ~~worker~~employees, except extra-help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any ~~worker~~employee, except extra-help, who work less than full time during a pay period. For the purpose of this Section absence in a pay status shall be considered work.

### **20.2 Usage**

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

- (1) Diagnosis, care, or treatment of the ~~worker~~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 health care professional.
- (2) The ~~worker~~employee's receipt of preventative care or required medical or dental care or consultation.
- (3) The ~~worker~~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 20.2, immediate family means parent, ~~step-parent~~, spouse, domestic partner, ~~son, daughter~~child, person for whom the employee is a legal guardian, sibling, step children, mother-in-law, father-in-law, grandparents or grandchildren.
- (4) The ~~worker~~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 includes parent, ~~step-parent~~, ~~step-parent in-law~~, spouse, domestic partner, child (including through miscarriage or stillbirth), person for whom the employee is a legal guardian, sibling, sibling-in-law, step children, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law and grandchildren. Use of sick leave for this expanded definition is limited to a maximum of five (5) days if travel is required.

- ~~(6)~~ (5) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse or registered domestic partner 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.

- ~~(7)~~(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~~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.

### 20.3 **Procedures for Requesting and Approving Sick Leave**

When the requirement for sick leave is known to the ~~worker~~employee in advance of their absence, the ~~worker~~employee shall request authorization for sick leave at such time, in the manner

hereinafter specified. In all other instances the [workeremployee](#) shall notify their supervisor as promptly as possible by telephone or other means.

Before an [an workeremployee](#) may be paid for the use of accrued sick leave [he/shethey](#) 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 [an workeremployee](#) does not return to work prior to the payroll preparation, other arrangements may be made with the department head and Controller's approval. The sick leave request shall be treated confidentially.

The department head may require a physician's statement from [aan workeremployee](#) who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request. [WorkerEmployees](#) 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 [workeremployee](#)'s return to work.

An [an workeremployee](#) 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 20.2, unless such [workeremployee](#) has been documented by management for attendance problems within the last 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 20.

[See Section 37 regarding workers with an excessive number of unplanned absences.](#)

~~If a worker has had an excessive number of unplanned absences, he/she may be placed on a leave restriction plan. Workers shall not normally be placed on leave restriction unless they have first received an oral warning that their attendance is of concern. If a worker is placed on leave restriction, the supervisor will meet with the worker (with union representation if the worker so chooses), and will be provided with a written statement articulating the reason for it, as well as the length of time their attendance is to be monitored. Material relating to the unplanned absences will be made available to the worker. The decision to place a worker on a leave restriction plan is not grievable.~~

#### **20.4 Accounting for Sick Leave**

Sick leave may be used in increments of 6 minutes.

#### **20.5 Credits**

When [aan workeremployee](#) who has been working in an extra-help category is appointed to a permanent position [he/shethey](#) may receive credit for such extra-help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than 28 consecutive calendar days in which [aan workeremployee](#) was not in a pay status.

If [aan workeremployee](#) with unused sick leave accrued is laid off and later reemployed in a permanent position, such sick leave credits shall be restored upon reemployment. [WorkerEmployees](#) 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.

## 20.6 Incapacity to Perform Duties

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

## 20.7 Use of Sick Leave While on Vacation

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

- (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~~Was preparing for or attending the funeral of an immediate family member.

No request to be paid for sick leave in lieu of vacation will be considered unless such request is made within 10 working days of the ~~workeremployee~~'s return and the above substantiation is provided within a reasonable time.

## 20.8 Sick Leave During Holidays

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

## 20.9 Catastrophic Leave Program

### (1) Purpose

The Catastrophic Leave Policy is designed to assist ~~workeremployees~~ who have exhausted paid time credits due to serious or catastrophic illness, injury or condition of the ~~workeremployee~~ or their family. This policy allows other ~~workeremployees~~ to make voluntary grants of time to that ~~workeremployee~~ so that s/he can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

The County will prepare a modified policy Catastrophic Leave Policy. The County will present the proposed policy to all labor organizations ~~in or about January 2019~~, and will offer the opportunity to meet and confer as provided by law through a joint process involving all participating labor organizations.

### (2) Program Eligibility

Leave credits may voluntarily be transferred from one or more donating ~~workeremployees~~ to another receiving ~~workeremployee~~ under the following conditions:

- a. The receiving [workeremployee](#) is a permanent full or part-time [workeremployee](#) whose participation has been approved by their department head;
  - b. The receiving [workeremployee](#) and/or the [workeremployee](#)'s 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.);
  - c. The receiving [workeremployee](#) has exhausted all paid time off;
  - d. The receiving [workeremployee](#) must be prevented from returning to work for at least thirty (30) days and must have applied for a medical leave of absence.
- (3) Transferring Time
- a. Vacation and holiday time may be transferred by [workeremployees](#) in all work groups. Compensatory time may be transferred by [workeremployees](#) in work groups 1, 4, and 5.
  - b. Sick leave may be transferred at the rate of 1 hour of sick leave for every 4 hours of other time (i.e., holiday, vacation, or comp time).
  - c. Donated time will be converted from the type of leave given to sick leave and credited to the receiving [workeremployee](#)'s sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving [workeremployee](#).
  - d. Donations must be a minimum of 8 hours and, thereafter, in whole hour increments.
  - e. The total leave credits received by the [workeremployee](#) 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 six months.
  - f. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating [workeremployee](#) and approved by the receiving [workeremployee](#)'s department head. Once posted, these donations are irrevocable except as described in paragraph 7 below.
  - g. In the event of the untimely death of a Catastrophic Leave recipient, any excess leave will be returned to the donating [workeremployees](#) on a last in/first out basis (i.e., excess leave would be returned to the last [workeremployee](#)(s) to have donated).
- (4) Appeal Rights
- [WorkerEmployees](#) denied participation in the program by the department head may appeal the decision to the Human Resources Director whose decision shall be final.

#### **20.10 Sick Leave for Child Birth and Adoption**

[WorkerEmployees](#) may use up to 30 working days of accrued sick leave following the birth or adoption of a child they will legally parent.

## **Section 21. Leaves of Absence**

### **21.1 General**

~~Worker~~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 MOU. Unless otherwise provided, the granting of a leave of absence also grants to the ~~worker~~employee the right to return to a position in the same class, or equivalent class in the same department as ~~he/she/they~~ held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the ~~worker~~employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Retirement Board a leave may be granted pending decision by that Board. Nothing in this Section 21 shall abridge ~~an~~ ~~worker~~employee's rights under the Family and Medical Leave Act (FMLA), Federal, State or any other applicable Law. 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 21.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) pay periods.

Approval and Appeals: Initial action to approve or disapprove any leave of absence shall be by the ~~worker~~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 level may be appealed by the ~~worker~~employee to the Director, whose decision shall be final.

### **21.2 Benefit Entitlement**

~~Worker~~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 health, dental, life, or long-term disability insurance premiums, 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 ~~worker~~employee was absent. ~~A~~An ~~worker~~employee who is granted a leave of absence without pay due to the ~~worker~~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 21.2 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).

### **21.3 Seniority Rights and Salary Adjustments**

Authorized absence without pay which exceeds twenty-eight consecutive calendar days for either: (1) leave of absence for personal reasons, (2) leave of absence for illness or injury not compensated through ~~Worker~~Employees' Compensation benefits, or (3) leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights, or any

seniority rights, based on length of employment. Any authorized absence without pay (regardless of length) which begins on or after October 24, 1994, shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment.

## 21.4 Job Incurred Disability Leave

### (1) Job Incurred Disability Leave With Pay

- a. Definition: Job incurred disability leave with pay is ~~aan~~ ~~worker~~~~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 compensable under ~~Worker~~~~Employees~~' Compensation Law. Only permanent or probationary ~~worker~~~~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 ~~worker~~~~employee~~, and shall be reduced by the amount of temporary disability indemnity received pursuant to ~~Worker~~~~Employees~~ Compensation Law.
- c. Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave ~~aan~~ ~~worker~~~~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 ~~worker~~~~employee~~ must attach a physician's statement 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 ~~Worker~~~~Employees~~ Compensation Adjuster or the State Compensation Insurance Fund has declared the illness or injury compensable under the California ~~Worker~~~~Employees~~ Compensation Law and has accepted liability.
- d. Length of Job Incurred Disability Leave With Pay: Eligible ~~worker~~~~employees~~ shall be entitled to disability leave for the period of incapacity as determined by a physician, not to exceed a maximum of 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 ~~aan~~ ~~worker~~~~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 compensable under ~~Worker~~~~Employees~~ Compensation Law. Only permanent or probationary ~~worker~~~~employees~~ occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled ~~worker~~~~employee~~ has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the ~~worker~~~~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 ~~worker~~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 ~~worker~~employee must attach 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 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 32 biweekly pay periods. In the event ~~an~~ ~~worker~~employee is disabled and is receiving ~~Worker~~Employees' Compensation benefits this leave may be extended as long as such disability continues.

## 21.5 Leave of Absence Without Pay

### (1) General Provisions

- a. Qualifying: Only permanent or probationary ~~worker~~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~~ ~~worker~~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 leaves of absence without pay for up to a maximum of 2 biweekly pay periods. Leaves of absence of more than 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 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 for personal reasons (including but not limited to being employed on a full-time basis by the Union signatory to this MOU) may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, ~~an~~ ~~worker~~employee may request in case of personal

emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained. The decision of the Human Resources Director shall be final.

- (4) Parental Leave: ~~A~~An ~~worker~~employee/parent of either sex shall be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one year following the child's birth or one 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 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. ~~Worker~~Employees who must assume custody of a minor will be eligible for parental leave.

## **21.6 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 ~~worker~~employees.

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

Upon approval by the department head, ~~aan~~ an ~~worker~~employee, other than extra-help, 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 (8) hours for each day the ~~worker~~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 ~~worker~~employee must remit to the County Treasurer, through the ~~worker~~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 ~~aan~~ an ~~worker~~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 he or she 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 Milias 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 ~~worker~~employee's department head.

**21.8 Educational Leave of Absence With Pay**

Educational leave of absence with pay may be granted to ~~worker~~employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay ~~aan~~ ~~worker~~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 ~~aan~~ ~~worker~~employee's application, grant a leave of absence with pay for a maximum of 65 working days during any 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 ~~worker~~employees with at least thirteen (13) biweekly pay periods of continuous service and who are not extra-help, or temporary. Such leaves will be granted only in cases where there is a reasonable expectation that the ~~worker~~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 ~~worker~~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:

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

**21.9 Absence Without Leave**

- (1) 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.
- (2) 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 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.

**21.10 Bereavement Leave**

The County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parent, ~~step-parent~~, spouse, domestic partner, child (including through miscarriage or stillbirth), stepchild, sibling, sibling-in-law, ~~mother-in-law~~, ~~father~~~~parent~~-in-law, ~~step-parent in-law~~, grandparent, grandparent-in-law or grandchild.

In addition, employees may utilize accrued sick leave pursuant to Section 20.2 (4).

**Section 22. Hospitalization and Medical Care**

**22.1 Payment of Healthcare Premiums – Regular Full Time Employees**

The County and covered ~~worker~~employees share in the cost of health care premiums. The County will pay 85% of the total premium for the Kaiser HMO, Blue Shield HMO, or Kaiser High Deductible Health Plans (employees pay 15% of the total premium) and the County will pay 75% of the total premium for the Blue Shield POS Plan (employees pay 25% of the total premium).

For full time employees enrolled in the Kaiser or Blue Shield High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account. For part time employees working half time or more, the County's contribution to the Health Savings Account shall be prorated based on their part time status.

## **22.2 Permanent Part Time Employees**

For County ~~worker~~employees occupying permanent part-time positions who work a minimum of forty (40), but less than sixty (60) hours in a biweekly pay period, the County will pay one-half (1/2) of the hospital and medical care premiums described above.

For County ~~worker~~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 High Deductible Health Plan (HDHP) or three-fourths (3/4) of the County contribution to hospital and medical care premiums described above.

Upon request from the County, the parties will reopen Section 22 during the term of the agreement if necessary to address changes required under the ACA.

## **22.3 Sick Leave Conversion to Health Coverage Upon Retirement**

Unless otherwise provided in this MOU, ~~worker~~employees hired prior to January 23, 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 towards one month's premium for health or dental coverage for the ~~worker~~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 \$420.00 per 8 hours of unused sick leave per month for the retired ~~worker~~employee to continue health or dental coverage (e.g., if ~~aan~~ ~~worker~~employee 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). ~~Worker~~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 ~~aan~~ ~~worker~~employee converts 12 hours, ~~he/she/they~~ would be reimbursed \$610.00 instead of \$420). 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 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.

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.

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.

Employees hired prior to January 23, 2011, 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.

Employees hired on or after January 23, 2011 receive \$400 per 8 hours of accrued sick leave. No inflation factor and no conversion at a lower number of hours based on years of service. See Section 22.5.

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

#### **22.4 Additional Sick Leave Credit Disability Retirement**

The County will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to ~~worker~~employees who receive a disability retirement. For example, if ~~aan~~ ~~worker~~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.

Employees hired on or after January 23, 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~~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 \$400 per 8 hours of unused sick leave per month for the retired ~~worker~~employee to continue health or dental coverage (e.g., if ~~aan~~ ~~worker~~employee retires with 320 hours of unused sick leave, the County will continue to pay towards the health or dental premiums for a period of 40 months.)

Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void. Effective January 1, 2007, employees will no longer be offered the option of cashing out sick leave if they waive retiree

health. However, if it is determined to not create a taxable event and if it does not cause the above retiree health plans to become taxable events, then employees may exchange unused sick leave at a value of \$100 per 8 hours into an RHSA upon retirement

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

The surviving spouse of an active ~~worker~~employee who dies may, if ~~he/she~~they elects a retirement allowance, convert the ~~worker~~employee's accrued sick leave to the above specified limits, providing that the ~~worker~~employee was age 55 or over with at least 20 years of continuous service.

## **22.6 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:

- (1) With at least 10 but less than 15 years of service with the County of San Mateo – 96 hours
- (2) With at least 15 but less than 20 years of service with the County of San Mateo – 192 hours
- (3) With 20 or more years of service with the County of San Mateo – 288 hours

## **22.7 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.

Out-of-area retirees who have no available sick leave credits for conversion to County payment of health 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 MOU, the County will meet with the Union regarding substitution of this

plan for the arrangement described in this subsection 22.5. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

## **22.8 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, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless he or she chooses 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.

## **~~22.9 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 22.3—22.8 of the MOU related to sick leave conversion upon retirement for health coverage/contributions to premiums and identify alternative retiree medical options. Within thirty (30) calendar days of the formation of the Retiree Health Coverage Committee, the parties shall schedule committee meetings. The Committee shall meet to review the current terms of the MOU and develop cost-neutral 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.~~

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

~~In addition to the alternatives identified, the committee will 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 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 six (6) County representatives and two (2) Union representatives from each Union.~~

## **Section 23. Dental Care and Vision Care**

The County will continue to offer ~~the Delta Dental and County Dental plans currently in effect~~ dental care coverage for the workeremployees and their eligible dependents. The County will pay 90% of the premium for this coverage.

The County shall provide vision care coverage for workeremployees and their eligible dependents. The County will pay the entire premium for this coverage.

**Section 24. Optional Additional Benefits**

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

**Section 25. Change in Employee Benefit Plans**

**25.1 Benefits Committee**

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

- (1) To continue ongoing discussions regarding cost structures as a part of an overall strategy to maintain balanced enrollment in County plans,
- (2) 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
- (3) 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 labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives. [The Union may designate an alternate representative to attend meetings when a regular representative is unavailable.](#)

**25.2 Benefits Levels**

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

**25.3 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.

**25.4 Cadillae Health Insurance Tax and Legislation Reopener**

[Upon the County or the Union’s request, Effective July 1, 2017, the County and Union shall reopen the issue of payment of "the Cadillac Tax" under the Affordable Care Act.any taxation assessed against employers in association with employer health insurance contributions, any changes to healthcare legislation, or other taxation resulting from future healthcare legislation.](#)

**25.5 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 co-pays 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.

## **25.6 Benefit Booklets**

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

## **Section 26. Life Insurance**

### **26.1 Coverage**

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

- ~~A. The County shall provide~~ Life Insurance for each ~~employee~~ with a maximum benefit amount of \$20,000 ~~of life insurance for each worker.~~
- ~~B. The County shall provide~~ Life Insurance for the ~~employee's~~ spouse or registered domestic partner with a maximum benefit amount of \$500, ~~of life insurance for the worker's spouse and~~
- ~~C. Life Insurance for each of the~~ ~~employee's~~ children depending on age up to a maximum benefit amount of \$500 ~~of life insurance for each of the worker's children depending on ages.~~
- ~~D. The County shall provide additional 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 \$10,000.

### **26.2. Supplemental Coverage**

~~Workers~~ ~~Employees~~, depending on pre-qualification, may purchase additional term life insurance up to a maximum of ~~\$250,000~~ ~~\$750,000~~ for worker, ~~\$125,000~~ ~~\$250,000~~ for spouse ~~or registered domestic partner~~, and \$10,000 for ~~each qualifying~~ dependents. Applying for additional life insurance will not place a worker'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 ~~worker~~ ~~employees~~ at no cost to said ~~worker~~ ~~employees~~; provided, however, that in order to be eligible for such plan, ~~worker~~ ~~employees~~ must have been employed by the County for 3 or more years.

Effective with disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify for long term income protection shall no longer require continuous disability

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

The maximum benefit of the Long Term Disability Plan shall be \$2000 monthly. Effective with new benefits on or after October 17, 1999, the maximum benefit of the Long Term Disability Plan shall be \$2400 monthly. The County also agrees to cover under the LTD Plan, part-time ~~worker~~employees who work a minimum of 20 hours per week. The Long Term Disability Plan is also modified to restrict 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 65.

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

~~Worker~~Employees covered by this MOU 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 ~~worker~~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 6 months total service prior to the final date to file an application.

- (3) Departmental Promotional Examinations: Permanent and probationary ~~worker~~employees of the specific department in which a promotional opportunity exists who have served at least 6 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 6 months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an exam, 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 exams 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 exams 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~~ workeremployee'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 workeremployees promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, except for workeremployees in flexibly-staffed positions will not be required to serve a second probationary period when moving to the higher classification.

WorkerEmployees demoted during a new probationary period 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 workeremployees 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 workeremployee 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 workeremployee was promoted.) If no vacancy exists, such workeremployees shall displace the least senior workeremployee as determined by Section 15. If no less senior position exists, then the workeremployee 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 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 Union may designate an alternate representative to attend meetings when a regular representative is unavailable.](#)

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.

### **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 [workeremployee](#) 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 [workeremployees](#) from one geographical location to one or more geographical locations in different cities, such [workeremployees](#) 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 [he/shethey](#) deems appropriate, provided where all of these criteria are relatively equal, length of service shall prevail. The County shall discuss these criteria with the Union before selecting [workeremployees](#) for transfer. Nothing shall preclude a department head from temporarily assigning [workeremployees](#) to work at a different geographical location when prompt action is required by the needs of the County. The County will provide a minimum of ten (10) business days' advance written notice to the affected employee ahead of a planned geographical location change. The minimum ten (10) business days' notice shall not apply to temporary transfers where immediate staffing is required, as determined by the Human Resources Director, whose decision shall be final.

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

[WorkerEmployees](#) shall not be transferred from one geographic location to another for disciplinary reasons.

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

No [workeremployee](#) shall be required regularly to perform duties of a position outside of the classification to which [he/she hasthey have](#) been appointed. However, [workeremployees](#) 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 [workeremployees](#) whatever duties are necessary to meet the requirements of an emergency situation.

The County shall not schedule work-out-of-class assignments in a manner so as to purposefully avoid paying work-out-of-class pay as described in this Section.

### **33.1 Reclassification Procedure**

An ~~worker~~employee may request in writing a re-evaluation of their job based on significant changes in job content or significant discrepancies between job content and the classification description. Such written request shall be submitted to their department head. Following review by the department, a written response shall be submitted to the ~~worker~~employee, the Union and the Human Resources Director within forty-five (45) days ~~indicating whether the request will be forwarded to the Human Resources Department.~~ In the written response, the department head will approve or deny the request for re-evaluation. If the department head approves the request for re-evaluation, Human Resources will schedule a reclassification study and will issue Job Description Questionnaire (JDQ) form(s) to affected employees.

-In the event the ~~worker~~employee feels their request has been unreasonably denied and that ~~he/she/they are~~ is performing duties of a position outside of the classification to which ~~he/she/they~~ has been appointed, ~~he/she/they~~ shall have the right to file a grievance in accordance with Section 38 – Grievances of the MOU.

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

In the event that the results of the study deny the ~~worker~~employee the reclassification, the ~~worker~~employee shall have the right to file an appeal in accordance with Civil Service Rule XIV, Section 1.B.

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

When feasible, the County will offer work-out-of-class assignments to interested permanent ~~worker~~employees who meet the minimum qualifications of the position prior to offering such assignments to extra-help ~~worker~~employees. If offered, it is the ~~worker~~employee's responsibility to inform management of their interest in work-out-of-class assignments. 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. The intent of this section is to provide additional career development opportunities to permanent County ~~worker~~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 ~~worker~~employees in previously identified long-term (more than 20 days) work-out-of-class assignments, and the County will notify the Union when this occurs. The intent of this section is to provide additional career development opportunities to permanent County ~~worker~~employees when such assignments do not cause unreasonable disruptions to work environment or work production.

When ~~aan~~ ~~worker~~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 ~~he/she~~ ~~has~~ ~~they~~ have worked in such classification for 5 consecutive workdays (or four consecutive workdays for ~~worker~~employees on a 4 day

workweek, or where due to a County holiday, the workweek is only 4 days), ~~he/she~~ they shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first 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, or the assignment is caused by a special project or need;
- (2) The ~~worker~~ employee performs the duties regularly performed by the absent incumbent, or at the classification level for the special assignment and these duties are clearly not included in the job description of their regular classification;
- (3) The temporary assignment to work-out-of-class which extends beyond 20 working days be approved by the Human Resources Director, a copy of the approval form to be given to the ~~worker~~ 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 ~~he/she~~ they will not approve pay for work in the higher class which exceeds 20 workdays, the ~~worker~~ employee will be so notified and have the opportunity to discuss this matter with the Director whose decision shall be final.

The employer shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

### **34.1 Salary Step Increases**

~~Worker~~ Employees in work-out-of-classification assignments shall be advanced to the next higher step in the salary schedule (for the higher classification) after the completion of 2080 hours of satisfactory service in each of the salary steps for the higher classification, and upon recommendation of the appointing authority.

## **Section 35. Probationary Period**

### **35.1 Length**

Probationary ~~worker~~ employees shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours 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; however, no probationary period shall exceed 2080 regular hours. If ~~aan~~ worker ~~employee~~ is incapacitated due to medical conditions and is reassigned to work that is not part of the ~~worker~~ employee's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The ~~worker~~ employee shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by ~~aan worker~~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**

Employees in flexibly staffed classifications who are hired at the "I" level must serve a 9 month (1560 hour) probationary period. There shall be no separate probationary period when the employee is promoted from the trainee to the journey level; however, if the employee is promoted prior to the end of the 1560 hour probationary period, ~~he/she~~they shall continue to be on probation until the entire 1560 hour probationary period is served. Employees in flexibly staffed classifications who are hired at the "II" level must serve a 6 month (1040 hour) probationary period. ~~AAn worker~~employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically.

### **35.3 Reemployment**

Former permanent ~~worker~~employees appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent ~~worker~~employees who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.

### **35.4 Reemployment in New Classification**

~~AAn worker~~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 ~~worker~~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.

### **35.5 Rejection During Probationary Period**

The appointing authority may terminate a probationary ~~worker~~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 hereof, except when the ~~worker~~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, ~~worker~~employees shall be given written notice, with reasons therefor, at once. The Human Resources Director may, upon request by ~~aan worker~~employee rejected during their probationary period, restore that ~~worker~~employee's name to the eligible list for that classification. However, the ~~worker~~employee's name shall not be certified to the department from which rejected without approval of the department head.

### **35.6 Transfer Within Existing Classification**

Permanent ~~worker~~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.

~~Worker~~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 ~~worker~~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 ~~worker~~employee shall have a window period of 28 days from the date of transfer to elect to return to their former position. Should ~~aan~~ ~~worker~~employee be rejected at a point beyond the window period, ~~he/she~~they shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such ~~worker~~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 ~~worker~~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 ~~worker~~employee was promoted.) If no vacancy exists, such ~~worker~~employees shall displace the least senior ~~worker~~employee as determined by Section 15. If no less senior position exists, the ~~worker~~employee shall be removed from County service.

### **Section 36. Performance Evaluations**

(1) Formal Appeal

Notwithstanding the provisions of Section 38, appeals of permanent ~~worker~~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 10 calendar days after the evaluation's finalization. No evaluation shall be considered finalized until the ~~worker~~employee has been given 10 working days for review and comment.

(2) Informal Appeal

Permanent ~~worker~~employees may also request an informal appeal of below standard evaluations. At the request of the ~~worker~~employee and the union to Employee Relations, a meeting will be arranged in an effort to clarify and, if possible, resolve areas of disagreement. Such meetings will be attended by the ~~worker~~employee, their union representative, the ~~worker~~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.

(3) Clarification of Probationary Evaluations

Probationary ~~worker~~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 their designee.

For informal Appeals and Clarification of Probationary Evaluations, “union representation” shall mean up to one steward and one union employee as representation. The County will provide release time for only one county employee to provide representation.

### **Section 37. Dismissal, Non-Punitive Discipline or Demotion for Cause**

The appointing authority may dismiss, issue non-punitive disciplinary letters to, or demote any ~~worker~~employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. ~~Worker~~Employees covered by this agreement may not be temporarily reduced in step.

#### **Right to Steward Representation**

Whenever ~~aan~~ ~~worker~~employee is required to meet with a supervisor and the ~~worker~~employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, ~~he/she~~they shall be entitled to have a Steward present if ~~he/she~~so requests. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of ~~aan~~ ~~worker~~employee's performance evaluation.

#### **37.1 Notice**

A permanent classified ~~worker~~employee may be dismissed, non-punitively disciplined or demoted for cause only. Any written notice of dismissal, suspension or demotion sent to ~~an~~ ~~worker~~employee shall include a statement advising them of the right to be represented by the union concerning the disciplinary action. If the ~~worker~~employee is represented by the Union in a pre-disciplinary meeting (Skelly Hearing), a copy of the decision from the pre-disciplinary meeting (decision letter) shall be mailed to the Union office.

#### **37.2 Appeals**

Any ~~worker~~employee may either appeal such dismissal, non-punitive discipline or demotion to the Civil Service Commission or file a grievance in accordance with Section 38.2. Appeal to the Civil Service Commission must be received by the Human Resources Director within 14 calendar days after notice of disciplinary action is mailed or hand delivered to the employee. Grievances must be filed in accordance with subsection 38.2. ~~An~~ ~~worker~~employee may not both appeal to the Civil Service Commission and file a grievance under subsection 38.2.

37.3 If an employee has had an excessive number of unplanned absences, they may be placed on a leave restriction plan. Employees shall not normally be placed on leave restriction unless they have first received an oral warning that their attendance is of concern. If an employee is placed on leave restriction, the supervisor will meet with the employee (with union representation if the employee so chooses), and will be provided with a written statement articulating the reason for it, as well as the length of time their attendance is to be monitored. Material relating to the unplanned absences will be made available to the employee. The decision to place an employee on a leave restriction plan is not grievable.

### **Section 38. Grievances**

### 38.1 **Definition**

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU 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.

### 38.2 **Procedure**

Grievances shall be processed in the following manner:

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

Any ~~worker~~employee who believes that ~~he/she has~~they have a grievance may discuss their complaint with such management official in the department in which ~~he/she~~they works as the department head designates. If the issue is not resolved within the department, or if the ~~worker~~employee elects to submit the grievance directly to the Union, the procedures hereinafter specified may be invoked, provided that all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director.

(2) **Step 2. Human Resources Director**

Any ~~worker~~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 28 calendar days from the date of the ~~worker~~employee's knowledge of an alleged grievance. Any grievances involving demotion, suspension, non-punitive discipline or dismissal must be filed within 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 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).

(3) **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 MOU, the Union may advance the grievance to an Adjustment Board by submitting a written request to the Human Resources Director within 28 calendar days from the date that the grievance is denied at Step 2. The Adjustment Board shall be comprised of 2 representatives designated by the Union and 2 representatives designated by the County. Adjustment Boards shall be convened within 28 calendar days from the date such notification is received.

(4) **Step 4. Arbitration**

In the event an Adjustment Board is unable to reach a mutually satisfactory accord on a grievance presented to it, the issue may be advanced to arbitration, if within 28 calendar days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate. The issue shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that

arbitrator who is selected by lot from an agreed upon panel. The arbitrator shall determine the issue according to the laws and case law of the State of California.

If the arbitrator so selected is not available for a hearing (at a time acceptable to the Union and the County) within 90 calendar days of the date on which the arbitrator is contacted, the parties may, by mutual agreement, select an alternate arbitrator, or failing agreement, select another arbitrator by lot from the same panel. The parties may also, by mutual agreement, elect to extend the 90 days referenced above and use the arbitrator originally selected by lot.

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.

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

- (1) 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.
- (2) 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.
- (3) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither Adjustment Boards nor arbitrators shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (4) If the Human Resources Director pursuant to the procedures outlined in subsection 38.2 (b) or the Adjustment Board pursuant to the provisions of subsection 38.2 (c) resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or 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 ~~worker~~employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances.

No change in this MOU 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**

- (1) 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.
- (2) For the purpose of meeting timelines, postmarks or date of hand delivery shall establish the dates of receipt.
- (3) If a steward is present at a grievance meeting at any step in the procedure, [he/she/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 [workeremployees](#) not covered by this MOU.

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, [aan workeremployee](#) who is in danger of physical harm shall not be required to cross the picket line, provided the [workeremployee](#) advises their supervisor prior to leaving the picketed location, and provided further that [aan workeremployee](#) may be required to cross a picket line where the performance of their 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**

- (1) The provisions of this Section shall not abridge any rights to which [aan workeremployee](#) 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.
- (2) All grievances of [workeremployees](#) 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 [workeremployee](#), no action under paragraph (b) of subsection 37.2 above shall be taken unless it is determined that the [workeremployee](#) is not availing himself/herself of such option.
- (3) No action under paragraph (b) of subsection 37.2 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 Commission.

- (4) 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 ~~aan~~ ~~worker~~~~employee~~ covered by this MOU 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 MOU, the ~~worker~~~~employee~~ shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the ~~worker~~~~employee~~ or the ~~worker~~~~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 30 working days from the date of receipt of the complaint, the ~~worker~~~~employee~~ or the Union representative shall advise the Human Resources Director in writing that the matter has not been resolved and the Director shall render a decision within 15 working days of receipt of this notification which decision shall be final. The County recognizes that other ~~worker~~~~employee~~ problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

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

#### **40.1 Inspection and Review**

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

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

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

#### **40.2 Letters of Reprimand**

The County agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within 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 of the Human Resources Department.

~~Worker~~Employees may request in writing to the Department Head with a copy to Employee Relations that letters of reprimand which are two (2) or more years old shall be removed and destroyed. Said letters of reprimand shall be ~~removed and destroyed~~ 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 ~~worker~~employee's personnel file until the most current related letter of reprimand or record of disciplinary action is two (2) years old.
- (2) The ~~worker~~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.

#### **40.3 Criminal Investigation**

This Section does not apply to the records of ~~aan~~ ~~worker~~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 year of continuous County employment.

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 ~~worker~~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 ~~worker~~employee's personnel file will be retained and will be subject to inspection pursuant to this Section.

### **Section 41. Committees**

#### **41.1 Wellness Committee**

One ~~worker~~employee representative from SEIU 521 may participate in the County Wellness Committee. The Union may designate an alternate representative to attend meetings when a regular representative is unavailable.

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

The County agrees that SEIU 521 may designate one ~~worker~~employee to serve on the EEO Advisory Committee. The Union may designate an alternate representative to attend meetings when a regular representative is unavailable.

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

The County agrees that SEIU 521 may designate one ~~worker~~employee to serve on the Central Safety Committee. The Union may designate an alternate representative to attend meetings when a regular representative is unavailable.

Occupational health and safety are the mutual concern of the Employer, the Union and ~~worker~~employees. Any workplace safety or health problem which is identified within the County should be directed to the supervisor, departmental Safety Committee or safety representative,

County Safety Officer or the County's Central Safety Committee, as appropriate, for review and/or investigation. Options for resolution include, but are not limited to, immediate mitigation of the hazard/problem, direct investigation, and/or convening a labor/management committee specifically for the purpose of investigating and attempting to resolve the safety or health problem.

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

The County agrees that SEIU 521 may designate one ~~worker~~employee to serve on the Deferred Compensation Committee. [The Union may designate an alternate representative to attend meetings when a regular representative is unavailable.](#)

#### **Section 42. Separability of Provisions**

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

#### **Section 43. Past Practices and Existing Memoranda of Understanding**

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

**43.2** This MOU shall supersede all existing memoranda of understanding between the County and the Union.

#### **Section 44. Retirement Plans**

##### **44.1 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 44.

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.

**44.2 Employees hired Between August 7, 2011 and December 31, 2012.**

The retirement benefit options shall be:

**Plan 5:** 1.725% @ 58 (pre-enhancement tier) with no 3% cost share. Current Plan 4: 2% @ 55.5 (as described in 25.3 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 (20,800 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.

**44.3 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) depending~~ upon their legacy eligibility as determined by SamCERA.

**44.4 Retirement COLA Cost**

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

Effective July 3, 2016, all employees will pay fifty percent (50%) of the Retirement COLA cost as determined by SamCERA.

~~Effective July 5, 2015, employees will receive a one percent (1%) salary increase to offset the additional employee payment toward retirement COLA.~~

**Section 45. Longevity Pay**

~~Effective the pay period following Board approval of the successor MOU, if~~ Longevity pay shall be paid as follows:

- (1) One percent (1%) of base salary after the equivalent of five (5) years of full time County service (10,400 hours).
- (2) 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)
- (3) 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)
- (4) 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)

#### **Section 46. Contracting Out**

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of the SEIU 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 60 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 ~~worker~~employees.

#### **Section 47. Term of Agreement**

This MOU shall be presented by the Union to the ~~worker~~employees to be covered hereby for ratification by said ~~worker~~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 3, 2021 – October 5, 2024.

Made and entered into this ~~first~~ \_\_\_\_ day of ~~December 2018~~March 2022.

**Service Employees International Union, Local 521**

## County Management

## Benefits Summary

The following list summarizes the various benefit programs in effect for workers:

**MEDICAL (Active):** ————— The County pays 85% of the total premium for HMO Plans – Kaiser or Blue Shield HMO (workers pay 15% of the total premium) and the County pays 75% of the total premium for Blue Shield POS (workers pay 25% of the total premium). For full time employees enrolled in the Kaiser or Blue Shield High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account. For part time employees working half time or more, the County's contribution to the Health Savings Account shall be prorated based on their part time status.

**MEDICAL (Retiree):** ————— See section 22.3.

**DENTAL:** ————— All workers must participate in a plan.

**County Plan:** ————— County pays 90% 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 6 months; workers may appeal plan rejections—see plan booklet.  
Effective January 1, 2007, the County Plan will offer a tooth replacement implant benefit:

- Replacement of any missing single tooth in the esthetic region of the upper teeth.
- Annual maximum of \$1,000.00/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 workers 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.*
- *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 \$20,000 for worker; \$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

**EXHIBIT A**  
**Accounting and Administrative Unit**

1. Premium Pay for Communications Technicians. A premium of five dollars (\$5.00) per hour or fraction thereof will be paid to technicians for the time they are required to spend working on towers or poles used as antenna support structures at heights greater than twenty-five (25) feet above the base of the tower or pole.
2. Contracting and Sub-Contracting (ISD). The County agrees to meet with the Union to discuss ongoing concerns about contracting/sub-contracting.

~~3. On-Call Duty. ISD workers who are required in writing to carry pagers after their assigned work hours will be compensated in accordance with Section 10 (On-Call Duty).~~

~~4.3.~~ Temporary Project Manager Differential. On a temporary basis, and when existing projects warrant, the Department may assign up to three (3) ~~worker~~employees the duties of the Project Manager. These assignments will be compensated via a pay differential equal to the pay level of the Project Manager.

~~5.4.~~ Senior Internal Auditor - Operational Management Audit Differential. At the discretion of the Controller or his/her designee, Senior Internal Auditors assigned to conduct operational/management audits shall receive a twenty percent (20%) differential for all hours worked in said assignment.

~~6.5.~~ Senior Internal Auditor - Advanced and Expert Level Differentials. Senior Internal Auditors who meet the performance and professional requirements for designation as an Advanced Level Senior Internal Auditor shall receive a five percent (5%) Advanced Level Pay in addition to all other compensation.

Senior Internal Auditors who meet the performance and professional requirements for designation as an Expert Level Senior Internal Auditor shall receive a seven percent (7%) Expert Level Pay in addition to all other compensation.

No individual may have both the Advanced and Expert pay differentials. Designation is through a formal application and assessment process.

~~7.6.~~ Health IT Certifications: ~~Worker~~Employees assigned to the Health Information and Technology Unit (HIT) who complete the requirements and successfully acquire and maintain certification in the following areas will receive reimbursement for said Certifications fees:

<b>Certification</b>	<b>Credential</b>	<b>Organization</b>
Project Management Professional	PMP	Project Management Institute (PMI)
PMI Professional in Business Analysis	PMI-PBA	Project Management Institute (PMI)
Certified Professional in Healthcare Information & Management Systems	CPHIMS	Healthcare Information and Management Systems Society (HIMSS)

Certified Associate in Healthcare Information & Management Systems	CAHIMS	Healthcare Information and Management Systems Society (HIMSS)
Board Certification in Healthcare Leadership	FACHE	American College of Healthcare Executives (ACHE)
Certified Scrum Master	CSM	Scrum Alliance
Advanced Certified Scrum Master	A-CSM	Scrum Alliance
Certified Information Systems Security Professional	CISSP	International Information Systems Security Certification Consortium (ISC2)
Healthcare Information Security and Privacy Practitioner	HCISSP	International Information Systems Security Certification Consortium (ISC2)

7. IBCLC Lactation Consultant Differential. Effective upon Board of Supervisors' approval of a successor MOU in 2022, subject to pre-approval of the employee's manager, employees in the Community Program Specialist Series, who are certified as International Board Certified Lactation Consultants (IBCLC), and who spend at least fifty percent (50%) of their work time providing lactation support and education, are eligible to receive a differential of one hundred dollars (\$100) per pay period.

8. ISD Classification Assignments and Layoffs. In the event of staff reduction of a represented employee in an IS classification employed in ISD or the Health System prior to August 23, 2016, the County and Union agree to meet and confer to collaboratively review previous held classifications and assignments of at-risk employees in order to determine bumping options.

The chart below reflects an illustration of the layoff by classification concept agreed to by the parties. This process is consistent with the County's standard layoff process as described in the Civil Service Rules and MOU.

**INSERT NEW CLASSIFICATION/ LAYOFF CHART**

**INSERT SALARY SCHEDULES**

**EXHIBIT B**  
**Appraisal Unit**

1. Alternate Work Schedules for Property Appraisal: Within optional work plans established by the Assessor, the Assessor is willing to schedule ~~worker~~employees' 40-hour, 4-day, 5-day or 6-day workweeks at hours other than from 8:00 a.m. to 5:00 p.m. for property appraisal assignments if this will result in the more thorough or efficient completion of assigned work during daylight hours, provided the ~~worker~~employees work at least 6 hours per day. Notwithstanding the foregoing, the Assessor may, if necessary to successfully complete assigned work, approve a six (6)-day work schedule in which the ~~worker~~employee works not less than four (4) hours on any of the five (5) weekdays and the appropriate amount of hours on the succeeding Saturday. This provision shall not be interpreted to compel ~~worker~~employees in the Appraisal Unit to work evenings or Saturdays without overtime compensation as provided in Section 7 (Overtime) of this MOU.
  
2. Advance Payments for Auditor-Appraisers. For out of town assignments for a period greater than one week, Auditor-Appraisers will be allowed up to two thousand dollars (\$2,000.00) as an advance on expenses.
  
3. Appraiser Differential: Any employee in Property Tax Appraisal who meet the following conditions shall receive a two percent (2%) differential pay, in addition to all other compensation:
  - A. Is a regular employee of the San Mateo County Assessor-County Clerk-Recorder's Office;
  - B. Has three (3) years of experience with the San Mateo County Assessor-County Clerk-Recorder's Office in the classification of Appraiser/Auditor-Appraiser or higher, or has held a permanent Board of Equalization Appraiser's Certificate for at least three (3) years; and
  - C. Has obtained and can maintain an Advanced Appraiser's Certificate per §671(a) and §671(b) of the Revenue Taxation Code, issued by the State Board of Equalization.

Payment of this differential shall cease when any of the conditions above are no longer met.

**INSERT SALARY SCHEDULES**

**EXHIBIT C**  
**Office and Technical Services Unit**

1. Sheriff's Office Uniform Allowance for Clerical Workers: Clerical workers 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 fifty dollars (\$450.00) shall be made when the worker is hired by or transferred into a Division requiring uniforms.~~ Effective the first full pay period following Board of Supervisors approval of a successor MOU in 2022, an initial payment of ~~six hundred fifty dollars (\$650.00)~~ seven hundred dollars (\$700) shall be made when the worker is hired by or transferred into a Division requiring uniforms.
  - B. A ~~maintenance allowance of four hundred fifty dollars (\$450.00) shall be made on the employment or transfer anniversary date for current workers.~~ Effective the first full pay period following Board of Supervisors approval of a successor MOU in 2022, a maintenance allowance of ~~six hundred fifty dollars (\$650.00)~~ seven hundred dollars (\$700) shall be made on the employment or transfer anniversary date for current workers. Such payments are made for uniform needs of the preceding year and workers shall make any required purchases to maintain uniforms within thirty (30) days of receipt of payment.
  - C. 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.
- ~~2. ISD Worker On-Call: ISD workers who are required in writing to carry a mobile device for the purposes of on-call after their assigned work hours will be compensated in accordance with Section 10 (On-Call Duty).~~
- ~~3-2.~~ Mail Machine Premium Pay: Mail Service Drivers assigned to the central mail room as mail machine operators shall receive premium pay at the rate of eight and six tenths percent (8.6%) of their salary in addition to all other compensation. Only one (1) Driver may be so assigned at one time.
- ~~4-3.~~ Inventory Management Premium Pay: Storekeepers assigned to inventory management of the Food and Nutrition Services Unit shall receive compensation of six percent (6%) in addition to all other compensation. Only two (2) employees at a time may be so assigned.
- ~~5-4.~~ Safety Shoe Allowance: Effective the first full pay period following Board of Supervisors approval of a successor MOU in 2022, Public Works Technicians who are assigned to perform field work and are required to wear safety shoes while performing such duties shall receive a bi-annual voucher of up to two hundred ~~fifty twenty five~~ dollars (~~\$225.00~~250.00) on each "even" year to cover the cost of such safety shoes, which must meet safety criteria as determined by the department.
- ~~6-5.~~ CLETS Agency Terminal Coordinator Premium Pay: The Sheriff's Criminal Records Supervisor assigned to and performing the duties of CLETS Agency Terminal Coordinator shall receive premium pay of ~~five~~ percent (5%) in addition to all other compensation. Only one (1) Sheriff's Criminal Records Supervisor at a time may be so assigned.
- ~~7-6.~~ San Mateo Medical Center Hospital Unit Coordinator Differential: One Hospital Unit Coordinator designated to provide training and lead direction to other Hospital Unit Coordinators at the San Mateo

Medical Center shall receive a differential pay of one step (5.74%) lead differential, in addition to all other compensation.

~~8.7. Training Differential: Effective the first full pay period following Board of Supervisors approval of a successor MOU, w~~Workers assigned in writing to provide training and lead direction, over and above their regular duties as described by their job description, shall receive a differential pay of one step (5.74%) differential, in addition to all other compensation, only for time during which the training and lead direction is provided.

~~8. Meeting to Discuss Break Coverage: In December 2018, Office Assistants in HSA and representatives of the Department and Employee Relations shall meet to discuss break, lunch and mail coverage. If the meeting does not occur in December 2018, the Human Resources Director will meet with the Office Assistants and Department and Employee Relations representatives to discuss break, lunch and mail coverage. In December 2018, Office Assistants in HSA and representatives of the Department and Employee Relations met to discuss break, lunch and mail coverage. After the December 2018 meeting, discussions regarding break coverage have continued on an as needed basis. The Human Services Agency agrees to have further collaborative discussions with the Union to discuss concerns that arise about the Office Assistant coverage in the Human Services Agency CFS Hotline Unit.~~

INSERT SALARY SCHEDULES

**EXHIBIT D**  
**Library Unit**

1. Work Location - When ~~aan~~ workeremployee is temporarily assigned to work at a location different from the regularly assigned work location, and when said assignment results in work at more than one location in a given day, the workeremployee shall be reimbursed for the use of the workeremployee's own vehicle in accordance with the County regulations.
2. Working Conditions - If the department head, or the Safety Officer after conferring with the department head, determines that the physical conditions in any of the Library buildings have become a safety or health hazard, workeremployees shall not be required to work at such facility while such condition exists. If the department head or their representative or the County Safety Officer is not available the person in charge of the branch library shall make any necessary decision in accordance with established guidelines.
3. Probationary Period: WorkerEmployees in the Librarian I, Library Assistant I, and Library Technician I classifications who are promoted to the Librarian II, Library Assistant II, and Library Technician II classifications and who fail the probationary period at the II level shall have the right to return to the I level.  
It is understood that this language applies only to the Library Unit, is not precedent setting in any way and shall not apply to any other flexibly staffed positions in the County.
4. Additional Hours - Permanent part-time workeremployees who desire to work hours outside their current schedule, either at their home branch/department or at other branches/departments that they are trained to work in, are responsible for recording their availability to work in the online scheduling system, and communicating desired locations to their supervisor, who will enter the information into the online scheduling system. The Branch Manager / Circulation Supervisor, or designee, will offer and notify permanent part-time workeremployees of open shifts. Permanent part-time staff will be given forty-eight (48) hours to accept the shift in the online scheduling system. If the shift remains vacant after the forty-eight (48) hours has elapsed, extra-help will then be offered the shift.

Once an offer has been made and not accepted, permanent part-time workeremployees cannot "bump" extra-help from those hours and days. If the shift needed to be filled is within one week, this process will be bypassed and the shift will be offered to all available staff.

INSERT SALARY SCHEDULES

**EXHIBIT E Engineering Unit**

INSERT SALARY SCHEDULES

**~~SIDE LETTER AGREEMENT~~**  
**~~Between County of San Mateo and Service Employees International Union Local 521~~**  
**~~Re: New Employee Orientation~~**

~~This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and the Service Employees International Union Local 521 (“Union”) (collectively referred to as the “parties”).~~

~~This letter is effective the first full pay period following approval of a 2018 successor Memorandum of Understanding (MOU) by the San Mateo County Board of Supervisors, and shall expire upon the parties reaching agreement over a permanent new employee orientation agreement, subject to the opportunity to meet and confer as required by law.~~

~~By this side letter, the parties agree as follows:~~

- ~~1. 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:
  - ~~a. All new employees are encouraged to attend the first new employee benefits orientation following the commencement of their employment. New Employee Benefits Orientation is scheduled for every other Monday, 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. One (1) member designated by the Union will be granted release time for this purpose, unless otherwise agreed to with Employee Relations.~~
  - ~~b. The Union will be copied on the New Employee Orientation invitation sent to SEIU represented workers.~~
  - ~~c. 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. Until such time the New Employee Orientation procedure is permanently established by the parties, if a new employee delivers a membership card to a Payroll Coordinator, the Payroll Coordinator will scan and email the form to the Union, followed by an original by mail. 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 the temporary acceptance and delivery of membership cards.~~

~~San Mateo County: \_\_\_\_\_ SEIU Local 521: \_\_\_\_\_~~  
\_\_\_\_\_  
\_\_\_\_\_  
~~(Signature / Printed Name) (Signature / Printed Name)~~  
~~Dated: \_\_\_\_\_ Dated: \_\_\_\_\_~~



**SIDE LETTER AGREEMENT**  
**Between County of San Mateo and Service Employees International Union Local 521**  
**Re: Appraiser Compensation for Hours Worked in Excess of 40 Hours in a Workweek**

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and the Service Employees International Union Local 521 (“Union”) (collectively referred to as the “parties”).

This letter is effective the first full pay period following approval of a 2018 successor Memorandum of Understanding (MOU) by the San Mateo County Board of Supervisors, and shall expire upon the implementation of potential changes to Work Group 2, subject to the opportunity to meet and confer as required by law.

By this side letter, the parties agree as follows:

1. During the term of the 2018 MOU between the parties, the County may propose changes to Work Group 2 provided in Section 7.3 of the MOU entitled “Work Groups.”
  
2. For the time period in which this side letter is in effect, for pre-approved hours worked in excess of forty (40) hours in a workweek, employees in the following classifications will have the option of receiving monetary payment at time and one-half the applicable rate of pay, or accruing compensatory time off up to the two hundred forty (240) hours of compensatory time off limit provided in Section 7.3 of the MOU:
  - Appraiser II
  - Auditor-Appraiser II
  - Principal Appraiser
  - Principal Auditor-Appraiser
  - Senior Appraiser
  - Senior Auditor-Appraiser

**San Mateo County:**

**SEIU Local 521:**

\_\_\_\_\_ / \_\_\_\_\_

\_\_\_\_\_ / \_\_\_\_\_

*(Signature / Printed Name)*

*(Signature / Printed Name)*

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

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

**SIDE LETTER AGREEMENT**  
**Between County of San Mateo and**  
**Service Employees International Union Local 521**  
**Re: Anti-Bullying Policy**

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and the Service Employees International Union Local 521 (“Union”).

This letter is effective immediately ~~upon approval of a 2018 successor MOU by the San Mateo County Board of Supervisors~~ and shall expire upon the County’s adoption of a County-wide Anti-Bullying Policy. By this side letter, the parties agree as follows:

The County proposes to adopt the following new County-wide policy. The County will present the proposed policy to all labor organizations and will offer the opportunity to meet and confer as provided by law through a joint process involving all participating labor organizations no later than thirty (30) days from ratification by the Board of Supervisors of this successor agreement. The parties furthermore agree to adopt a policy, upon agreement, no later than January 1, 2023. Until such time the County adopts a County-wide, Anti-Bullying policy, the following terms shall be in effect for regular employees represented by the Union:

**Anti-Bullying Policy**

The County of San Mateo considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is the policy of the County that all employees should be able to work in an environment free of bullying.

It is the County’s expectation that all communication and interaction between County ~~worker~~employees will, at all times be professional, courteous and respectful.

Workplace bullying is defined as behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, clients or members of the public.

Examples of bullying include, but are not limited to;

- Profane or disrespectful language
- Hostile and rude behavior and speech ~~directed at a co-worker~~
- Derogatory remarks or comments about an ~~eo-worker~~employee’s appearance or job performance, angry outbursts or yelling
- Name calling
- Throwing anything at or toward an ~~eo-worker~~employee
- Retaliation against any person who has reported disruptive behavior

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified to address and prevent future instances.

The County has processes and investigative procedures to deal with workplace bullying. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially (within limits) and impartially. All employees are encouraged to report workplace bullying. Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

Employees who feel they are being bullied should report any such activity to their supervisor immediately. If the employee is not comfortable reporting the activity to their supervisor, or the supervisor is the subject of the complaint, the employee should report the conduct to their manager.

If the issue is not resolved at this level, the employee may submit a written statement to the next level manager or to the EEO or Employee Relations Divisions of Human Resources who will oversee an investigation of the allegation. The written statement should include factual information of recent event(s) including name of employee raising the complaint, dates, times, witnesses (if any) location and the circumstances of the event. Human Resources may not be able to investigate allegations that are more than twelve (12) months old, or those which do not contain the name(s) of the reporting party, or sufficient specifics to be properly investigated. Human Resources may contact the reporting party for additional information if necessary and will work with departments to investigate and resolve complaints.

Disciplinary action, up to and including dismissal from County service, may be taken against anyone who bullies a co-~~worker~~employee or retaliates against an employee that has reported workplace bullying.

**San Mateo County:**

**SEIU Local 521:**

\_\_\_\_\_ / \_\_\_\_\_

*(Signature / Printed Name)*

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

\_\_\_\_\_ / \_\_\_\_\_

*(Signature / Printed Name)*

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

\_\_\_\_\_ / \_\_\_\_\_

*(Signature / Printed Name)*

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

\_\_\_\_\_ / \_\_\_\_\_

*(Signature / Printed Name)*

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



Miesha Brown

Director, SEIU 521

Dear Ms. Brown,

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of October 7, 2018 and ending October 2, 2021.

1. Job Search. It is the intent of the County to allow a reasonable amount of County time for job search for [workeremployees](#) whose positions have been identified as at risk of elimination.
2. Automatic Deposit of Paychecks. The County agrees to provide Direct Deposit of paychecks to [workeremployees](#). The Union agrees to encourage the use of Direct Deposit. Direct deposit shall be mandatory for all employees hired after October 30, 1999.
3. Promotions. It is the County's practice and policy to consider relevant experience, including relevant experience as a trainer or in work-out-of-classification assignments, in qualifying for promotions. The County agrees to meet with the Union to discuss any situations where it is alleged that such relevant experience has not been considered. Upon request from the employee, the County will to inform applicants of the reason for rejection of applications/qualifications, of the method of appeal, and of additional training or experience required to qualify. The County agrees to meet with the Union to discuss any situations where it is alleged that such information has not been provided.
4. Spanish Language Courses. The County agrees to make Spanish language courses available to [workeremployees](#) at the East Palo Alto Public Health Clinic and elsewhere where bilingual staff are needed as determined by the County. Time for these classes shall be evenly split between on-the-clock time (Code 001) for which the [workeremployees](#) shall be paid and off-the-clock time for which the [workeremployees](#) shall not be paid.
5. The County agrees to discuss the Union's concerns regarding adequate choice of physicians and chiropractic coverage. These discussions will be held as part of the Labor Management Health Care Cost Containment Committee. A labor management committee will meet periodically to explore means to improve Point of Service access.
6. Extra Help. The County agrees to meet with the Union when concerns about the use of Extra Help arise.
7. Correctional Health Shift Differential: Within sixty (60) days of the Board of Supervisors' approval of a successor MOU, the County and the Union will meet to discuss the potential applicability of the Sheriff's Department shift differential carve out in Section 8.2 of this MOU to [workeremployees](#) in Correctional Health.

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

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

APPROVED AND ACCEPTED:

**SEIU Local 521**

**County of San Mateo**

By

By

## Telecommuting Program

The Telecommuting Program allows ~~aan worker~~employee to work at a site other than a County office. For instance, telecommuting ~~worker~~employees may work out of their home or at another location near their residence.

In January 1992, the County and the Union agreed upon and implemented a prototype Telecommuting Program. The Union reserves the right to renegotiate the Telecommuting Policies and Procedures, as necessary, based on the results of the trial period, before further implementation of the Telecommuting Program. By the end of June, the Labor-Management Telecommuting Committee will recommend to the Board of Supervisors what policies and procedures should be adopted to continue this option to County ~~worker~~employees.

~~A~~An workeremployee is eligible to participate in telecommuting by:

- (1) Completing an application requesting consideration for telecommuting.
- (2) Receiving management authorization to telecommute.
- (3) Participating in a Supervisor-Telecommuter training session.
- (4) Developing a written telecommuting contract with the supervisor that describes how telecommuting will be handled in accordance with County policy.

Telecommuting may be terminated at the request of either the ~~worker~~employee or management. If ~~aan worker~~employee's application is denied by their manager, or if the ~~worker~~employee is removed from the Telecommuting Program by the manager, s/he will have the right to request a mediator to meet with them and the manager to attempt to develop a feasible telecommuting plan. The mediator shall be a member of the Telecommuting Committee.

### Review Process

All applications, whether approved or denied, will be reviewed by the Human Resources Director and the County Manager. The Telecommuting Committee will review all approvals and denials.

For more detailed information on the Telecommuting Program, ask your manager for a copy of the Telecommuting Policies and Procedures

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**





Library Administration  
125 Lessingia Court  
San Mateo, CA 94402  
(650) 312-5258

Atherton Branch  
2 Dinkelspiel Station Lane  
Atherton, CA 94027  
(650) 328-2422

Belmont Branch  
1110 Alameda de las Pulgas  
Belmont, CA 94002  
(650) 591-8286

Brisbane Branch  
250 Visitacion Avenue  
Brisbane, CA 94005  
(415) 467-2060

East Palo Alto Branch  
2415 University Avenue  
East Palo Alto, CA 94303  
(650) 321-7712

Foster City Branch  
1000 E. Hillsdale Boulevard  
Foster City, CA 94404  
(650) 574-4842

Half Moon Bay Branch  
620 Correas Street  
Half Moon Bay, CA 94019  
(650) 726-2316

Millbrae Branch  
1 Library Avenue  
Millbrae, CA 94030  
(650) 697-7607

Pacifica-Sharp Park Branch  
104 Hilton Way  
Pacifica, CA 94044  
(650) 355-5196

Pacifica-Sanchez Branch  
1111 Terra Nova  
Pacifica, CA 94044  
(650) 359-3397

Portola Valley Branch  
765 Portola Road  
Portola Valley, CA 94028  
(650) 851-0560

San Carlos Branch  
610 Elm Street  
San Carlos, CA 94070  
(650) 591-0341

Woodside Branch  
3140 Woodside Road  
Woodside, CA 94062  
(650) 851-0147

October 22, 2014

Nick Raisch  
Director  
SEIU Local 521

Dear Mr. Raisch:

Weekend library services are crucial to serving the public. Library staff are required to work weekends and scheduled on a rotational basis. The minimum rotation per employee depends on a number of factors including: number of libraries that are open on Sundays, number of total staff members, and desire of staff members to work additional weekends beyond the minimum required.

When the Library assigns workers to weekend shifts, staff can request any of the following options in order to offset working a partial shift on the weekend:

- scheduling a half day off during the same week,
- scheduling a full day off during the same week and using paid time off to make up the additional hours,
- scheduling a full day off during the same week and making up the hours over several days, or,
- (for part-time employees only) adding the additional hours to their regular schedule (not to exceed 40 hours).

Scheduling decisions by the manager are based on operational needs and reasoning will be conveyed to staff; manager decisions on scheduling are final. The Library supports a healthy work-life balance and managers are encouraged to be as flexible as possible in accommodating requests.

If there are concerns related to weekend work, the Library will commit to meeting with Union representatives in six months.

Sincerely,

Anne-Marie Despain  
Director of Library Services  
San Mateo County Library

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

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 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

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 that are brought to our attention concerning the narrative section of performance evaluation.

Sincerely,

Donna Vaillancourt

Human Resources Director

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

In previous negotiations with SEIU, the Union raised concerns about occupational health and safety.

Any concerns about the process for reporting and/or resolving occupational health and safety issues may be directed to the Central Safety Committee. The County is committed to developing systems and procedures for the resolution of such concerns.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

“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~~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 their 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 their 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:

A. **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.

B. **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.

C. **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.

D. **General Eligible Lists:** The names of applicants successful in open examinations, open and promotional examinations, as well as persons complying with the provisions of Section 8 of this rule, shall be placed on general eligible lists for the classification examined, and such lists shall be used

after those lists described in paragraphs A, B, and C above, have been exhausted in making certifications on a County-wide basis.

- E. Reinstatement Eligible Lists: 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 resignation, request that the Director place their name on the reinstatement eligible list for any classification for which ~~he/she is~~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 lists 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.
- F. Court employees who were appointed to their positions in the Court as a result of a competitive examination process shall be eligible to be placed on reinstatement lists consistent with paragraph E above. Eligibility under this section shall expire on November 9, 2002.
- G. Transfer of Eligibility: Upon approval of the Director, the names of individuals having permanent status in the classified service of a public agency operating a civil service or merit system may be placed on a reinstatement eligible list for the comparable entry or journey level class in the San Mateo County service. In each case, the following conditions must be met:
1. The classification in which employment is contemplated must possess the same or lesser minimum qualifications as the class in which the individual holds permanent status.
  2. The individual must have been employed by the other public agency within one year prior to the date of their application to San Mateo County.
  3. The individual must submit written information from the other public agency confirming the individual's permanent status and containing the following statements:
    - a. The employment record of the individual has been entirely satisfactory.
    - b. The individual has not been separated for cause.
    - c. The individual was appointed to the class in which ~~he/she~~they holds permanent status from an eligible list resulting from a qualifying or competitive examination.
    - d. If not currently employed by the other agency, the individual is eligible for reinstatement in the class in which ~~he/she~~they holds permanent status.

The names of such individuals shall be placed on the reinstatement eligible list.

4. The Director may make a determination that a specific classification is "Hard to Fill". If a classification other than an entry or journey level classification is so designated, then the above process may be used for that classification.

**SECTION 6. ALTERNATE ELIGIBLE LISTS:** Whenever there is no eligible list for a classification, or whenever it is in the best interest of the County, the Director may certify names to vacancies from the eligible lists for related classifications provided that the required qualifications of the related classifications are at least equivalent to those of the classification in which the vacancy exists. The names of the persons thus certified shall remain on the eligible lists on which their names were originally placed.

**SECTION 7. CAREER OPPORTUNITIES PROGRAM:** The Director shall establish procedures for a Career Opportunities Program that will encourage filling of positions with current County employees. This eligible list will be used as determined by that program.

**SECTION 8. INACTIVE ELIGIBLE LIST AND REPLACEMENT OF NAMES ON ELIGIBLE LISTS:**

- A. A person whose name is on an eligible list may request in writing that their name be placed on the inactive eligible list, after which time the Director will not certify that name to vacancies. Such person may have their name replaced on the active eligible list by making request at any time before the list expires. The total period of time that such person's name is on both the active and inactive eligible lists may not exceed the duration of that list.
- B. In addition to placing the name of an employee laid off on the reemployment eligible list for the classification in which laid off, the Director may place such employee's name on the promotional eligible list of any classification for which, in the Director's opinion, the employee is qualified. Such person's name shall be placed on the promotional eligible list above the names of persons who have not been laid off. If the names of two or more persons laid off are placed on the same promotional eligible list the names shall be ranked in order of a relative seniority according to Rule XVI.

**SECTION 9. RESTORATION OF NAME OF REJECTED PROBATIONER TO ELIGIBLE LIST:** The Director may, upon request by an employee rejected during the 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. This request must be made, in writing, within 30 days from the date of rejection.

**SECTION 10. RETURN TO ELIGIBLE LIST OF FORMER COUNTY EMPLOYEES SEPARATED BY DISABILITY RETIREMENTS:** The Director may place the names of any County employees who have been disabled and are retired and are unable to perform their previous assignments on the reinstatement list of any classification for which those employees are qualified.

TO: All Management Employees  
FROM: John L. Maltbie  
SUBJECT: Employee Performance Evaluation

Evaluating worker 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 workers 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 worker 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. Timeliness: Employee Performance Reports are to be completed annually on all permanent workers regardless of the length of service. For six month probationary workers, reports are to be completed prior to the end of the third and sixth months and for twelve 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 workers 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 worker is having difficulty meeting performance standards or objectives. The report form itself documents the ongoing feedback that the supervisor has discussed with the worker throughout the year, in addition to setting specific objectives the worker is expected to accomplish during the next review period. Although workers may disagree with some of the supervisor's statements, there should be no surprises during the performance appraisals conference.
3. Worker Response: Workers should be given ten working days from the date the written report is discussed with the worker 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 worker, the report form should initially be done as a draft. This provides an opportunity for the worker to assess their performance and draft performance objectives to be discussed at the conference.
5. Improvement Needed/Unsatisfactory Evaluations: 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.

6. Involvement of Lead Workers: Lead Workers are to play only an advisory role in the evaluation process. Leads should not be asked to prepare draft or final evaluations.

**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 their 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 their 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 their 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.

**SAN MATEO COUNTY**  
**EMPLOYEE AND PUBLIC SERVICES DEPARTMENT**

**Inter-Departmental Correspondence**

**DATE:** [March 22, 2022](#)~~October 22, 1999~~

**TO:** All Management [and Supervisory](#) Employees

**FROM:** [Michelle Kuka, Deputy Director of Human Resources](#)~~Tim Sullivan, Employee Relations Manager~~

**SUBJECT:** Employee Relations Bulletin [1991-6](#)

[Rest Breaks](#)

[Breaks](#)

It is clear that providing rest breaks is beneficial to both ~~worker~~[employees](#) and the County.

Full-time ~~worker~~[employees](#) are allowed one fifteen-minute rest break prior to and after their mid-shift meal break. Part-time ~~worker~~[employees](#) are allowed one fifteen-minute rest break during any four hour work shift. For most ~~worker~~[employees](#), this equates to a lunch break and two rest breaks - one in the morning and one in the afternoon. The fifteen-minute rest breaks are paid, the mid-shift meal break is not.

Unusual circumstances may occasionally occur that do not allow ~~worker~~[employees](#) to be released for rest breaks. Rest breaks cannot be accumulated or "banked" for the purpose of taking longer breaks or leaving work early. If rest breaks are not taken, they are lost. Meal breaks must be no less than 1/2 hour, and cannot be skipped to reduce the workday.

[We are also often asked how long an employee may work without being required to take a meal break. Employees are required to take a meal break of no less than 30 minutes if they work more than five hours.](#)