

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND AFSCME LOCAL 829
RE: PSC COMMITTEE/ AFSCME MOU EXHIBIT J**

The County of San Mateo ("County") and the American Federation of State, County and Municipal Employees ("Union") (collectively referred to as the "parties") tentatively agree to the changes reflected herein to Exhibit J of the Memorandum of Understanding (MOU) between the County and Union, covering the Public Safety Communications Unit, subject to bargaining unit ratification and Board of Supervisors' adoption of this agreement.

SAN MATEO COUNTY AFSCME MOU EXHIBIT J:

Effective upon the County Board of Supervisor's adoption of this agreement, "Exhibit J" of the MOU between San Mateo County and AFSCME covering the Public Safety Communications unit will be amended as follows:

1. Dispatcher Differential: Effective the first full pay period following Board of Supervisors' approval of the 2019 MOU between the County and the Union, Communication Dispatchers shall receive a ten (10%) differential pay.
2. Public Safety Dispatcher POST Incentive:
 - a. Communications Dispatchers who obtain a California Commission on Peace Officer Standards and Training (POST) Public Safety Dispatchers' Intermediate Certificate shall receive incentive pay equal to two percent (2%) of base salary.
 - b. Communications Dispatchers who obtain a POST Public Safety Dispatchers' Advanced Certificate shall receive incentive pay equal to an additional three and one-half percent (3.5%) of base salary.
 - c. Within one hundred twenty (120) days following Board of Supervisors' approval of the 2019 MOU, the Department will identify and implement a comparable certification process for Fire/EMS Controllers hired before January 1, 2019 that will allow them to be eligible for two percent (2%) and an additional three and one half percent (3.5%) certification pay levels. The County shall provide the Union with notice and the opportunity to meet and confer over implementation of the comparable certification process for Fire/EMS Controllers in accordance with legal requirements.
3. Cross-Trained Dispatcher Premium Pay: Communications Dispatchers II who are qualified as Cross-Trained Dispatchers shall receive premium pay of ten percent (10%) in addition to their base salary. A Cross-Trained Dispatcher is defined as a Communications Dispatcher II who is currently certified at all radios. This premium pay shall not be granted until training is received and certification is issued. Certification will not be issued to any Dispatcher unable to demonstrate proficiency in all radio categories. Should a previously trained and certified Cross-Trained Dispatcher lose certification, this premium pay shall also be lost until certification is regained.
4. Acting Supervisor Differential: Dispatchers assigned in writing to serve as acting supervisor for a shift or who are assigned to serve as Communications Training Officer (CTO) will receive an eight percent (8%) differential only for the time worked as acting supervisor.

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5. Communications Training Officer (CTO) Differential: Dispatchers who are assigned in writing to serve as CTO will receive an 11.48% differential only for time spent training.

6. Work Schedule: For the Communications Bargaining Unit, the parties agreed that effective November 20, 2005 until January 6, 2024, Dispatchers and Calltakers will work the a 12-hour shift schedule ~~was modified from the schedule of seven 12-hour shifts per pay period (a total of 84 hours with the final 4 hours paid as overtime), to with~~ six 12-hour shifts and one 8-hour shift per pay period (a total of 80 hours with no regularly-scheduled overtime). The Union and County agree to jointly develop an alternative to the current 12-hour work schedule. The Union and County agree to meet and confer over the schedule alternative, which will be put into effect no later than July 1, 2020.

~~6.~~

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

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

Upon bargaining unit ratification and approval of this agreement by the County Board of Supervisors in 2023, the following provisions will apply to future shift and vacation bids and the work schedule beginning January 7, 2024:

- a. The bargaining unit will conduct a shift and vacation bid for an 80-hour schedule which encompasses Wednesday and Saturday rotational days.

- i. 84-Hour Schedule: Upon shift assignment, if the Public Safety Communications department has less than forty (40) qualified Dispatchers (22 qualified Law Dispatchers and 18 qualified Fire/EMS Controllers) as of December 1, 2023, an 84-hour schedule will be put in effect starting January 7, 2024, whereby each qualified Dispatcher will be regularly scheduled for four (4) hours of overtime every other 7-day work period on the employee's eight (8) hour work day, and will keep the start and stop time of the shift consistent with the other six (6) work days.

Non MOU Language: "Qualified Dispatcher" is defined as a FIRE/EMS Controller who has completed their EMD Calltaking training and Fire/EMS radio training. For Law Dispatchers, qualification is defined by completing Law Calltaking and all Law radio positions.

- ii. 80-Hour Schedule: When the Department has 22 qualified Law Dispatchers and 18 qualified Fire/EMS Controllers and such staffing levels are sustained for 56

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consecutive days, or as soon as the Department has 46 qualified Dispatchers whichever comes first, the four (4) hours of regularly scheduled overtime will be removed from the schedule. This will not result in a new shift and vacation bid other than the annual bid which normally occurs in approximately October and November. At such time, each qualified Dispatcher will be regularly scheduled for six 12-hour shifts and one 8-hour shift per pay period. Upon meeting the staffing threshold, the 80-hour schedule will become the permanent schedule for Department, and regularly scheduled overtime will not be added back, even if staffing levels fall below 22 qualified Law Dispatchers and 18 qualified Fire/EMS Controllers.

±.iii. Non-MOU Language: Staffing Reports: Upon bargaining unit ratification and approval of this agreement by the County Board of Supervisors in 2023, Public Safety Communications will provide AFSCME with quarterly staffing reports indicating the number of fully qualified and full-time dispatchers and the status of all training assignments

7. 7-Day Work Period: For employees assigned to the 12-hour shift schedule, the fixed and recurring 7-day work period will begin exactly four (4) hours into an employee's eight (8) hour shift on the day of the week which constitutes the employee's alternating regular day off. The same day of the week shall be permanently designated as the employee's alternating, regular day off. The Department will continue to permit time off to be scheduled in full shift increments, even where a shift spans two (2) 7-day work periods. The 7-day work period is for payroll purposes only.

For example, for an employee who works Sunday through Tuesday, with an alternating day off of Wednesday, the employee's 7-day work period will be as follows:

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesda y</u>	<u>Thursda y</u>	<u>Friday</u>	<u>Saturday</u>
<u>12</u>	<u>12</u>	<u>12</u>	<u>4 (end)</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
			<u>4 (start)</u>			
<u>12</u>	<u>12</u>	<u>12</u>	<u>Off (end)</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
			<u>Off (start)</u>			
<u>12</u>	<u>12</u>	<u>12</u>	<u>4 (end)</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
			<u>4 (start)</u>			
<u>12</u>	<u>12</u>	<u>12</u>	<u>Off (end)</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>
			<u>Off (start)</u>			

For an employee who works Sunday through Tuesday, with an alternating day off of Saturday, the employee's 7-day work period will be as follows:

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<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
<u>12</u>	<u>12</u>	<u>12</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>4 (end)</u>
						<u>4 (start)</u>
<u>12</u>	<u>12</u>	<u>12</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off (end)</u>
						<u>Off (start)</u>
<u>12</u>	<u>12</u>	<u>12</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>4 (end)</u>
						<u>4 (start)</u>
<u>12</u>	<u>12</u>	<u>12</u>	<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off (end)</u>
						<u>Off (start)</u>

For an employee who works Wednesday through Friday with an alternating day off of Saturday, the employee's 7-day work period will be as follows:

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>4 (end)</u>
						<u>4 (start)</u>
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>Off (end)</u>
						<u>Off (start)</u>
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>4 (end)</u>
						<u>4 (start)</u>
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>12</u>	<u>12</u>	<u>12</u>	<u>Off (end)</u>
						<u>Off (start)</u>

For an employee who works Thursday through Saturday with an alternating day off of Wednesday, the employee's 7-day work period will be as follows:

<u>Sunday</u>	<u>Monday</u>	<u>Tuesday</u>	<u>Wednesday</u>	<u>Thursday</u>	<u>Friday</u>	<u>Saturday</u>
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>4 (end)</u>	<u>12</u>	<u>12</u>	<u>12</u>
			<u>4 (start)</u>			
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off (end)</u>	<u>12</u>	<u>12</u>	<u>12</u>
			<u>Off (start)</u>			

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<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>4 (end)</u>	<u>12</u>	<u>12</u>	<u>12</u>
			<u>4 (start)</u>			
<u>Off</u>	<u>Off</u>	<u>Off</u>	<u>Off (end)</u>	<u>12</u>	<u>12</u>	<u>12</u>
			<u>Off (start)</u>			

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

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

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

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

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

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

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13. Shift Length Limit: Communication Dispatchers and Calltakers shall normally not work longer than fourteen (14) consecutive hours. If an employee is required to work a maximum of sixteen (16) hours, the affected employee will be required to have a minimum break of ten (10) hours between shifts, with the understanding that the employee shall be required to work a full twelve (12) hour shift upon return to work, unless otherwise approved by a supervisor. Employees shall not work consecutive 16-hour shifts.
14. Overtime Limit: Communication Dispatchers and Calltakers shall not work more than forty-eight (48) hours of overtime in a ~~rolling~~ 2-week pay period. When staffing reaches fifty (50) qualified Communication Dispatchers, Communication Dispatchers shall not work more than thirty-six (36) hours of overtime in a two-week pay period, and shall not work more than six (6) consecutive days in any seven (7) day period.
- ~~15. Maximum Shift of 14 Hours and Turnaround Time Study: As soon as possible (not pending full agreement over a successor MOU), the Department will suspend the automation of the minimum eight (8) hour turnaround rule in order to measure impact of minimum of ten (10) hour turn around in between shifts, and to determine the staffing threshold required to maintain. The Department will also measure the impact of a maximum shift length of 14 hours. The parties will meet and confer in advance regarding parameters. Once the Department determines the staffing threshold requirement to maintain a minimum ten-hour turnaround time and maximum shift length of 14 hours, the parties will discuss the staffing requirement for a ten (10) hour turn around rule and maximum shift length of 14 hours.~~
- ~~16. Facilitated Committee: The County and Union will establish a committee comprised of two (2) representatives from the County, two (2) representatives from the Union, and the current scheduler. The committee will be facilitated by a State Mediator. The committee will meet to discuss the feasibility of implementing the following:~~
- ~~a. Break Times~~
 - ~~b. Wellness breaks~~
 - ~~c. Minimum days off~~
 - ~~d. Overtime Limits~~
 - ~~e. Scheduling policies and responsibility~~
 - ~~f. Scheduling rules~~
 - ~~g. Additional Work Schedules~~
 - ~~h. CISM.~~
- ~~17.~~15. 911 Communication Calltakers Differential: 911 Communication Calltakers shall receive a ten percent (10%) differential pay, in addition to all other compensation.
- ~~18.~~16. Gang Task Force Differential: A represented Public Safety Communications employee designated by the PSC Director or their designee for rotation to the Gang Task Force shall receive an eight percent (8%) differential pay only for hours worked for the Gang Task Force.

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19.17. Critical Incident Stress Management (CISM): The County will establish a Critical Incident Stress Management (CISM) policy for Communications Dispatchers and Calltakers that will be implemented no later than July 1, 2024. The County and AFSCME will meet and confer over impacts and effects of the policy before implementing the program.

18. Turnaround Time, Wellness Breaks and Shift Length Limit: Once the Department has a minimum of forty-four (44) qualified Dispatchers, the following shall occur:

- a. Turnaround Time: Regardless of shift length, Dispatchers will be required to have a minimum of ten (10) hours off between shifts.
- b. Wellness Breaks: The Department will schedule thirty (30) minute paid wellness breaks for all employees working shifts of eight (8) hours or longer. Wellness breaks are in addition to meal breaks and will be voluntary when provided.
- c. Shift Length Limit: Communication Dispatchers and Calltakers shall normally not work longer than fourteen (14) consecutive hours. However, in the event of a disaster declaration by the Governor of California or significant event that requires the Department of Emergency Services to activate the Emergency Operations Center (EOC) an employee may be required to work a maximum of sixteen (16) consecutive hours.
- d. Should the number of qualified Dispatchers fall below forty (40) qualified Dispatchers, the 10-hour turnaround time, wellness breaks and shift length limit described in this section will be temporarily suspended until such time the number of qualified Dispatchers is raised to forty (40) or more.

19. Two-Week Period for Telestaff Rules: Effective thirty (30) days following Board of Supervisors' approval of this agreement, for the purpose of Telestaff rules, the Department will use a two-week pay period rather than a rolling two-week period.

SO AGREED:

FOR THE COUNTY:



June 7, 2023

DATE

FOR THE UNION:



June 7, 2023

DATE