

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO AND
BUILDING & CONSTRUCTION TRADES COUNCIL
RE: SUCCESSOR MOU**


The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the Building Construction and Trades Council (hereinafter called "Union") (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 Union ratification and Board approval, this Agreement will amend the MOU between the parties dated November 2, 2013 – February 1, 2015.

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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.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 Union membership and approval by the Board of Supervisors of San Mateo County.

FOR THE COUNTY

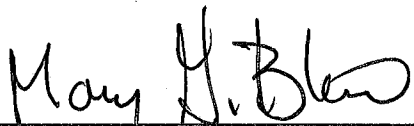


Date: 1-30-15

Approved: _____

Date: _____

FOR THE UNION



Date: 1/30/15

Ratified: _____

Date: _____

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1. Term of Agreement: 4 years (beginning with first full pay period following ratification and adoption of agreement and expiring February 9, 2019)
2. Salaries:

COLAs: Employees shall receive the following cost of living adjustments:

Effective the first full pay period following ratification of a successor MOU, or the beginning of the first full pay period of the successor MOU (whichever is later), the salary ranges for all classifications in the bargaining unit will increase by four percent (4%).

Effective November 22, 2015, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective November 20, 2016, the salary ranges for all classifications in the bargaining unit will increase by three percent (3%).

Effective November 19, 2017, the salary ranges for all classifications in the bargaining unit will increase by at least two percent (2%) and no more than three percent (3%) to be determined by the amount of 2016-2017 fiscal year average of Bureau of Labor Statistics San Francisco Bay Area Consumer Price Index (CPI) for all Urban Wage Earners.

The above November effective dates are a one-time arrangement. The parties will not regard these effective dates as a base line or precedent-setting for future increases.

Equity Adjustments:

Effective the first full pay period following ratification of a successor MOU, or the beginning of the first full pay period of the successor MOU (whichever is later), the salary ranges for Wastewater Collection Worker and Wastewater Collection Supervisor classifications will increase by two percent (2%).

Effective November 22, 2015, the salary ranges for Wastewater Collection Worker and Wastewater Collection Supervisor classifications will increase by two percent (2%).

Effective November 20, 2016, the salary ranges Wastewater Collection Worker and Wastewater Collection Supervisor classifications will increase by two percent (2%).

The above November effective dates are a one-time arrangement. The parties will not

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regard these effective dates as a base line or precedent-setting for future increases.

3. Remove other Paid Time Off from hours worked when calculating Overtime eligibility except Regular Holidays (Vacation, Compensable Time Off, Accrued Holiday Time, etc)

7.2 Definition - Except as otherwise provided by Charter, any authorized time worked in excess of ~~the full-time biweekly~~ a forty (40) hour weekly work schedule shall be considered overtime compensable at the rate of one and one-half times the overtime worked, by monetary payment or compensatory time off. Employees shall be paid at the overtime rate after working forty (40) hours during their normal work week (a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods). 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 employees covered by the Fair Labor Standards Act (FLSA). ~~In determining overtime compensation eligibility any absence with pay shall be considered time worked. Effective January 1, 2007, for purposes of determining eligibility for overtime compensation, effective the pay period following Board adoption of this agreement or the beginning of the first full pay period of the successor MOU (whichever is later), only County-recognized paid holidays shall be considered time worked. All other absences with pay shall not be considered time worked. paid sick leave shall no longer be considered as time worked.~~ The smallest increment of time that may be credited as overtime is six (6) minutes. Portions of ~~six-six (6)~~ minutes worked at different times shall not be added together to credit overtime. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is proscribed for employees covered by the FLSA.

In recognition and effective upon the change in overtime calculation as described above, the salary ranges for all classifications in the bargaining unit will increase by one-half percent (0.5%) effective the first full pay period following Board adoption of this agreement.

4. Medical Insurance

Section 20. Health and Hospitalization

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

<u>Tier</u>	<u>County</u>	<u>Employee</u>
Employee	<u>95</u> <u>90</u> %	<u>5</u> <u>10</u> %
Employee + 1	<u>94</u> <u>90</u> %	<u>6</u> <u>10</u> %

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Employee + Family

~~92~~90%

~~81~~10%

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

(2) Payment of Healthcare Premiums

(a) Regular Full Time Employees:

The County will pay ~~85~~90% of the total premium for the Kaiser HMO, and Blue Shield HMO, or Kaiser High Deductible Health Plans (employees pay 15% of the total premium), and the County will pay ~~and 75~~80% of the total premium for the Blue Shield POSPO Plan (employees pay 25% of the total premium). ~~Covered workers will pay 10% of the total premium for the Kaiser and Blue Shield HMO Plans and 20% of the total premium for the Blue Shield PPO Plan.~~

(b) Permanent Part Time Employees

Permanent Part-Time Employees

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

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay 85% of the Kaiser High Deductible Health Plan (HDHP) or three-fourths (3/4) of the hospital and medical care premiums described above.

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

Effective July 1, 2017, the County and Union shall reopen the issue of payment of "the Cadillac Tax" under the Affordable Care Act.

NEW: Benefits Committee

During the term of this MOU, the County and the Unions shall convene the Benefits Committee 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, including FSA debit cards. The Benefits Committee will be composed of County and labor representatives,

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not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

NEW: Mid-Term 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.

For the term of the 2015-2019 MOU, unless otherwise agreed by the parties, unless the Building Trades Health Insurance plan becomes unavailable to County employees represented by BCTC, or unless the Building Trades Health Insurance Plan is determined to be a Cadillac plan under the Affordable Care Act subject to the ACA Excise Tax, employees in the bargaining unit shall continue to have the option to select the Building Trades Health Insurance Plan offered by Operating Engineers Local 3 to members, regardless of decisions made by the Benefits Committee.

5. All employees to pay 50% share of cost of retirement COLA - Offset with salary increase
Revise Section 24 as follows:

Retirement COLA Cost

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

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

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

6. Modify bumping to departmental only - See Signed TA
7. Shift Differential

Effective the first full pay period following ratification of a successor MOU, or the beginning of the first full pay period of the successor MOU (whichever is later), modify shift differential to apply to all regularly-scheduled hours worked between 6 p.m. and 6

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a.m. only, excluding overtime.

Eliminate grandfathering and other special agreements.

Section 8. Shift Differential

8.1 Definition

- (1) For this Section, shift differential is defined as a pay rate that is 8% above the employee's base pay.
- (2) Notwithstanding paragraph (1) above, the monthly shift differential pay for full-time employees shall be at least Thirty-five Dollars (\$35) above the employee's base pay, to be prorated for part-time employees.

8.2 Unit members, excluding employees on an alternate work schedule, shall be paid shift differential for all hours so worked between the hours of 6:00 p.m. and 6:00 a.m.

8.3 A split shift is defined as a normal daily shift which is worked over a span of more than nine and one-half consecutive hours. Employees required by proper authority to work a split shift shall be paid One Dollar (\$1.00) for each such split shift worked in addition to all other compensation.

8. Committee to study elimination of additional sick leave credit at retirement

20.7 Additional Sick Leave Credit Employees who retire after March 31, 2008 will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

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

The County and the Unions shall convene a special committee within the first twelve (12) months following adoption of the successor MOU between the parties, to discuss the concept of elimination of the Additional Sick Leave Credit described in Section 20.7 of the MOU, and establishing a County contribution to a Health Reimbursement Account.

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9. Effective the first full pay period following Board adoption of a successor MOU, or the beginning of the first full pay period of the successor MOU (whichever is later), Eliminate employer paid employee's share of retirement cost (Employer Paid Member Cost - EPMC). Offset elimination with Longevity pay.

~~24.2 Employer Pick-Up The County will pick up the following percentages of the worker's statutorily required retirement contribution, but not of the worker's contribution under Section 24.1 of this agreement:~~

- ~~— 20% after the equivalent of 10 years of full-time service (20,800 hours)~~
- ~~— 40% after the equivalent of 20 years of full-time service (41,600 hours)~~
- ~~— 50% after the equivalent of 25 years of full-time service (52,000 hours)~~

(Replace with) Offset with longevity pay, as follows: CLARIFIED LANGUAGE:

- One and one-half percent (1.5%) salary increase after the employee achieves the equivalent of ten (10) years of full time County service (20,800 hours)
- An additional one and one-half percent (1.5%) salary increase (for a total of three percent (3%)) after the employee achieves the equivalent of twenty (20) years of full time County service (41,600 hours)
- An additional one percent (1%) salary increase (for a total of four percent (4%)) after the employee achieves the equivalent of twenty-five (25) years of full time County service 52,000 hours)

10. Deferred Compensation Plan – Automatic Enrollment for New Employees - TA

11. Reopener for Workday - TA

12. Modify Absence Due to Required Attendance in Court language (20.7)

19.8 Absence Due to Required Attendance in Court

With the department head's approval, employees, except extra help, shall be authorized absence from duty for Court appearance for jury service, in obedience to subpoena or as directed by proper authority, in accordance with these provisions:

- (1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen days after receipt, all fees received except those specifically allowed for mileage and expenses.

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- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- ~~(3) Said absence from duty will be without pay when the employee appears in private litigation to which the County of San Mateo is not a party.~~
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head. An employee required to appear in court in a matter unrelated to his or her 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 Millias Brown Act or the MOU between the parties.
- (5) Employees on alternate work schedules may change their schedule to a 5/8 work schedule during one or more entire pay period(s) for the duration of jury service, subject to supervisory approval. Employees on 4x10 alternate work schedules may change their schedule to a 5/8 work schedule during one or more entire workweek(s) for the duration of jury service, subject to supervisory approval. Employees who do not change their work schedule to a 5/8 schedule shall use personal time for all regular work hours not in jury service.
13. Committee to Revise Career Opportunities Program. Delete current language. (Section 30) - TA
14. Exhibit, Sideletter and other document proposed changes
See separate County MOU Proposal.
15. UNIVERSAL CHANGE: Remove references to "Extra Help Employees" throughout agreement, except Section 13.3. - TA

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16. Section 10 BILINGUAL PAY:

A salary differential of fifty-five dollars (\$55.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and the Human Resources Department Director. 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. The Union shall be provided listings of employees receiving bilingual pay twice a year.

- 10.1 Hiring and Selection: The County will continue to recruit and hire employees based on a specific need for bilingual skills.
- 10.2 Testing: All employees hired for positions requiring bilingual skills will be tested for bilingual proficiency. Employee requests for bilingual testing will be referred to the Human Resources Department Director's designee whose decision shall be final.
- 10.3 Continued Use of Bilingual Language Skill: Employees hired to fill bilingual pay positions may be required to remain in bilingual positions. Nothing herein precludes any of the above specified employees from promoting to higher classes.
- 10.4 Transfers: Transfers of employees occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of this 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.
- 10.5 Review: Management shall periodically review the number and location of bilingual pay positions. If the number of filled positions in a division or location are to be reduced employees will be given reasonable notice prior to losing bilingual pay.
- 10.6 Administration: Administration of bilingual pay will be the overall responsibility of the Human Resources Department. Any disputes over interpretation or application shall be referred to the Director whose decision is final.

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17. Section 12 TUITION REIMBURSEMENT

Not to be included in the MOU, contingent upon and effective following agreement from all other bargaining units in the County, the County shall increase tuition reimbursement amounts to \$550 for a class with credits of three units or more, and \$325 for a class of less than 3 units.

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

Employees must apply on the prescribed form to their department head with all information needed to evaluate the request. The department head will recommend approval/disapproval and forward the request to the Human Resources Department Director whose decision shall be final. To be reimbursed the application must have been approved before enrolling in the course; if a course is approved and later found to be unavailable a substitute course may be approved after enrollment. Upon completion of the course the employee must submit a request for reimbursement and a copy of the grade report or a certificate of completion to the Human Resources Department who shall, if the request is approved, forward it to the Controller for payment.

Reimbursement may include costs of tuition and related fees. ~~Effective July 1, 2007,~~
†The County will reimburse up to \$25.00 fifty dollars (\$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.

18. ON CALL DUTY

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Not to be included in the MOU, multiple employees on the Sewer Crew may be required to be on call at a given time, subject to the provisions of Section 9 of the MOU.

Exhibit A:

4. Protective Footwear

For employees in the Road Maintenance Division and the Facilities and Construction Services Divisions, the Department will provide one pair of safety shoes per fiscal year, costing up to ~~\$141~~one hundred eighty-five (\$185) including sales tax, from the designated supplier, Red Wing Shoes. A voucher will be provided to said employee once a year, and will be good at any Bay Area Red Wing Store that the Department has designated. If employees wish to purchase additional footwear, the Department encourages the use of the designated supplier.

All covered employees must purchase footwear that complies with the requirements outlined in paragraph 2 (c) of the "Department of Public Works Maintenance Division Protective/Safety Footwear Policy" from any source. Employees are responsible for ensuring that the footwear meets the requirements and is properly fitted.

2. Clothing Allowance:

The County shall pay ~~Ten~~fifteen dollars (~~\$10.00~~\$15.00) per biweekly pay period to employees in the classifications of Carpenter, Painter, Electrician, Plumber and Locksmith as compensation for purchasing and laundering his/her own work clothes.

For employees in the Facilities and Construction Services Divisions, the department will provide the following clothing items in July of each year:

- Six (6) polo or dress shirts with County logos, or
- Twelve (12) t-shirts with County logos
- ~~a voucher of \$150 towards the purchase of logo shirts. A voucher to a provider designated by the County will be provided to said employees once per year.~~

Shorts will no longer be worn unless they are under coveralls at all times.

3. Tool Allowance: Effective beginning of the fiscal year following adoption of a successor MOU between the parties, t~~The Department of Public Works and the Union have agreed on a tool allowance for the Equipment Mechanic I, II and Lead classifications of shall be \$325.00~~\$375.00 per fiscal year ~~for the Equipment Mechanic I, II and Lead classifications effective July 1, 2002.~~
~~Effective July 1, 2007 the tool allowance will be increased to \$345.00 for the named~~

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classifications. The allowance shall be in the form of a reimbursement for actual expenses and such reimbursement shall be made according to procedures developed by the Department. If the employee's service is terminated for any reason, the Department shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.

FSA \$200 Debit Card (one-time): The County shall issue each employee one Flexible Spending Account (FSA) "Debit Card" with a value of two hundred dollars (\$200) in 2015.