

**TENTATIVE AGREEMENT BETWEEN
COUNTY OF SAN MATEO
AND EXTRA HELP UNIT REPRESENTED BY AFSCME AND SEIU 521**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") and the Extra Help bargaining unit represented by AFSCME District Council 57 and SEIU Local 521 (hereinafter called "Unions") (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 Unions, and will apply to all employees covered by the Memorandum of Understanding (MOU) between the County and the Unions.

Upon ratification and adoption, this Agreement will amend the MOU between the parties.

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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.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

FOR THE COUNTY



Date: 1/14/16

Approved:

Date: _____

FOR AFSCME

Date: _____

FOR SEIU



Date: 1-21-16

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(1) **TERM OF AGREEMENT:** Amend Section 28 of the MOU as follows: TA

Section 28. Term of Agreement

This Memorandum of Understanding shall be presented by the Unions to represented extra-help workers to be covered hereby for ratification by said workers, and shall thereafter be presented to the Board of Supervisors as the joint recommendations of the undersigned commencing ~~[the date of agreement]~~ through October 31, 2015 through 90 days following the expiration date of the AFSCME and SEIU Memoranda of Understanding commencing October 12, 2014, which cover regular employees.

(2) **EXTRA HELP TERM EMPLOYEES:** End pilot program and continue Limited Term Employee program on an ongoing basis. Update Section 29 of the MOU as follows:

Section 29. Extra Help-Limited Term Employees

1. The County will designate a separate group of Extra Help employees in the AFSCME/ SEIU Extra Help bargaining unit, entitled Limited Term Employees, consisting solely of ~~fixed-limited term employees in the Agile Pilot Workforce Program.~~
~~The Pilot Program will apply for the period of October 1, 2013 – September 30, 2015.~~
2. ~~For the period of the two-year pilot program, San Mateo~~ The County will use Limited Term Employees only in the following circumstances, at the County's discretion, for assignments not to exceed three years. (Note: the terms "temporary" and "short term" below shall be defined as not to exceed three years for the purpose of Limited Term Employees.)
 - a) Temporary absence of incumbent (such absences include those resulting from Family Medical Leave, pregnancy disability, or industrial injury)
 - b) Short-term variations in workload, including seasonal work
 - c) Short-term special projects/assignments/pilot programs
 - ~~e)d)~~ Temporary staffing to backfill for a regular employee's assignment to a special project or working out of class
 - ~~d)e)~~ Temporary filling of vacant positions due to business reason (for example, backfilling for coverage during recruitment, delay in filling a regular position due to ongoing reclassification study, or risk of position elimination)
 - ~~e)f)~~ Intermittent work
 - ~~f)g)~~ Temporary staffing prior to implementation of organizational or technological changes (e.g. computer programmers)
 - ~~3-h)~~ Work that has been traditionally outsourced.

Use of limited term employees in circumstances other than those listed in this section (a-h), except by mutual agreement, shall be subject to the grievance procedure.

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3. To the extent Limited Term Employees are hired to facilitate work on planned projects, Departments are encouraged to, and the County may exercise its discretion to, assign such project work to Regular Employees while the Term Employees backfill Regular Employee job duties.
- ~~4. The number of positions filled in the two-year Extra Help Agile Pilot Program will not exceed 73 positions. The County will meet and consult with the appropriate Union representative over any expansion of Extra Help Agile pilot program or increase in cap Employees on positions utilized in represented classifications above the initial 13 positions filled.~~
- ~~Initial AFSCME/SEIU classifications identified as positions for pilot projects are:~~
4. The parties agree that the following classifications are examples of appropriate usage of Limited Term positions, subject to the criteria listed in number 2 (a-h) of this section:
- a) ~~Human Services Agency: Overpayment Unit – Benefit Analyst I/II/III (not to exceed 4 FTE)~~
 - b) ~~Department of Public Works: Construction Services Unit – Capital Project Managers (not to exceed 4 FTE)~~
 - c) ~~Information Services Department/Controllers/HR: Workday (HRIS) Project – Asst/Advisory/Systems/Senior Systems Engineers, Department System Analyst (not to exceed 5 FTE)~~
- ~~5. The Unions will assist in the development of, and participate in, the evaluation process of the Extra Help Agile Pilot Program. The parties will meet to discuss the evaluation plan and strategy.~~
- ~~6. In October 2015, the County and Unions will meet and confer regarding future terms and conditions of employment for Term Employees.~~
- 7.5. The following terms and conditions of employment will apply solely to Extra-Help Limited Term employees hired in the Extra Help Agile Pilot Program:
- a. Positions will be a Fixed-limited term as defined by the County, not to exceed three (3) years. The limited term is not a guarantee of employment for any specified period of time, but instead sets a maximum period of employment in the position.
 - b. Upon termination or release from employment prior to the end of the limited term assignment, qualifying Limited Term Employees have the right to the Reconsideration Process described in Section 19 of the MOU.
 - c. Compensation will consist of the following:
 - i. Hourly wage, at the same rate of pay as Regular Employees who are in the same classification
 - ii. Paid Time Off - holiday, vacation and sick leave at the same rate as Regular Employees with the same tenure
 - iii. Health Benefits - the same as Regular Employees
 - iv. 401(a) plan.
 - 1. Employer contribution of two percent (2%) in year 1 the first year of term employment, three percent (3%) in year 2 second year of term employment, and four percent (4%) in year 3 the third year of term employment

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2. Additional employer matching contribution based ~~on~~ on the level of employee contribution, up to an additional three percent (3%).
 3. Employer contributions fully vest at the end of year 3 the third year of employment. (One third (1/3) of the County's entire contribution (automatic contribution and matching contribution combined) will vest at the end of each year of service.) Employer contributions that have not vested upon employee separation shall be forfeited.
- ~~3.~~
- d. Limited Term employees will not be eligible for retiree health benefits or SAMCERA defined benefit pension.

5. On a weekly basis, the County shall provide the Unions with a list of approved requisitions for Limited Term positions, along with the circumstances supporting use of a Limited Term position, in accordance with subsection 2 of this Section 29 regarding Extra Help Limited Term Employees. On a monthly basis at the Labor Management meetings between the parties, the County shall provide the Unions with a list of rejected requisitions for Limited Term positions.

6. The parties shall meet no later than October 2017 to evaluate the progress of the Limited Term Employee Program.

(3) SHIFT DIFFERENTIAL: Amend Section 8.2 as follows:

8.2 Applicable Shifts

Extra-help workers employed in twenty-four hour operations who are assigned to work a full shift which starts between 2:00 p.m. and 5:00 3:00 a.m. shall be paid at shift differential rates for all hours worked during such shift.

For all other employees, shift differential will be paid at shift differential rates for all hours worked between 6:00 pm and 6:00 am, excluding overtime, regardless of when shift begins.

All grandfathering agreements between the parties regarding shift differentials are hereby terminated.

(4) ON-CALL/ CALL BACK: Amend Section 9.2 as follows: TA

9.2 Applicable Pay Rates

Extra-help workers who are authorized to be placed in an on-call status, shall be paid the hourly equivalent on-call rate applicable for their classification in the regular service, during the time in which they are required to be in an on-call status. Extra-help workers in an on-call status who are required to physically report to work shall be compensated at the time and one half rate of pay (1 1/2 time) for a minimum of three (3) hours as "call back-pay". Extra-help workers receiving "call-back pay" shall not be entitled to "on-call" pay simultaneously. Full-time workers required by their supervisor to conduct work via a remote connection (telephone or computer) during off-duty hours shall receive

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overtime pay for a minimum of thirty (30) minutes and any additional actual time worked rounded up to the nearest six-minute increment. Part time workers will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek.

(5) HOLIDAY PAY: Amend Section 12.2 as follows:

12.2 Holiday Pay

- a) Extra-help workers who work on a holiday shall be compensated for such time worked at the rate of one and one-half (1 1/2) times the straight-time rate as provided in the Overtime Section of this MOU for their work group.
- b) Extra-help workers who work their scheduled day immediately before and after a holiday, but do not work on the holiday itself, shall receive holiday pay at straight time for the holiday in the amount equal to:
 - One-half of the normal hours worked per day by the extra help employee, or
 - If hours per day vary, one-half (1/2) of the daily average of normal hours worked over the preceding two pay periods up to a maximum of four (4) hours holiday pay per holiday.

(6) DEFERRED COMPENSATION: Add Section 18.4

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees (extra help employees and limited term 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.

(6)(7) RECONSIDERATION PROCESS: Amend Section 19 as follows:

Section 19. Reconsideration Process for Separation due to Performance or Conduct Issues
Extra-Help Employees (including Limited Term Employees) are at-will employees, but have the right to the Reconsideration Process described in this section. In the event it is determined that the services of an extra-help, seasonal, periodic, or relief worker who has worked at least ~~1,560~~ 1,386 cumulative extra-help hours in a given classification for the County will no longer be utilized due to concerns about his/her performance and/or conduct, written notice shall be provided to him or her at least nine (9) calendar days

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prior to the effective date of separation. This written notice shall include the reason for separation, and the right to union representation. Notice postmarked nine (9) calendar days before the effective date of separation to the extra-help worker's address of record shall be sufficient notice.

The extra-help/seasonal/periodic/relief worker may request reconsideration of such action by submitting a written request including a statement of any facts to substantiate a reversal of the decision to his or her Department Head or designee. Such request for reconsideration must be received by the Department Head or designee prior to the date of separation. Should the decision of the Department Head or designee sustain the proposed separation, the union may take the matter to mediation through the Peninsula Conflict Resolution Center. Cost for the mediation will be shared equally among the union and the department. The department representatives at the mediation will be the manager and next level manager. The Union's representatives at the mediation are selected by the Union. If the mediation does not result in an amicable resolution of the termination, within fourteen (14) calendar days of the close of the mediation, the extra-help/seasonal/periodic/relief employee may appeal the termination to the Director of Human Resources, whose decision shall be final. In the event the reconsideration is not completed prior to the effective date of the separation, the extra-help worker shall be released pending completion of the reconsideration.

This section of the contract shall not apply to extra-help who are released due to any other reason, including but not limited to, lack of work, or the ending of time-specific projects or defined seasonal periods.

(8) NEW SECTION: Bilingual Pay TA

Effective the first pay period following Union ratification, a salary differential of Fifty-five (\$55.00) biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Human Resources 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.

Bilingual pay for employees carrying a caseload at least 50% of which is comprised of non-English speaking clients shall be paid a salary differential of Seventy Dollars (\$70.00).

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. The Union shall be provided listings of employees receiving bilingual pay twice a year.

(7)(9) PAYROLL DEDUCTION: Amend Section 2.7 as follows:

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

Extra-help workers may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such extra-help workers are assigned.

Extra-help workers may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the County Controller for the PEOPLE Fund (AFSCME) and the COPE Fund (SEIU). Such deductions shall be made only upon signed authorization from the extra-help worker and shall continue until such authorization is revoked in writing.

~~(8)~~(10) **NEW EMPLOYEE NOTIFICATION:** Amend Section 2.14 as follows:

When a person is hired in any extra-help classification represented by the Union, the ~~County~~Department Payroll Clerk shall present that person with an approved packet of information which has been supplied by the Union.

~~(9)~~(11) **NEW SECTION: PERFORMANCE EVALUATION**

Upon request from an Extra-Help employee and the employee's completion of one thousand forty (1,040) hours of service within the same assignment, the County shall provide a performance evaluation to the employee. This section shall not be subject to the grievance procedure in this MOU.

~~(10)~~(12) **MOU CLEAN UP:**

Universal Change: Update MOU to accurately reflect Limited Term Employee terms and conditions of employment.

Universal Change: Update MOU to change "worker" to "employee."

Section 5.1: Insert Salary adjustments as negotiated with regular units

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EXHIBIT A: Amend Exhibit A as follows:

EXHIBIT A. AFSCME Extra-Help Unit

1. Extra-help Medical Services Assistants II who are assigned to the clinics and perform advanced patient care duties as defined in the classification specification shall receive a differential of six and two tenths percent (6.2%) in addition to all other compensation.
2. Extra-help professional staff designated by the department head who provide child or adult protective services work shall receive a five percent (5%) differential in addition to all other compensation.
3. Extra-help professional staff designed by the Human Services Agency department head who provide emergency response in protective services work shall receive a five percent (5%) differential in addition to all other compensation.
- ~~4. Extra-help workers in the classifications of Human Services Analyst and Human Services Supervisor working in the Alcohol and Drug Program shall receive a 10% differential in addition to all other compensation.~~
- ~~5. Extra-help workers in the classification of Benefits Analyst II who perform screening and assessment services or income and employment services for clients shall receive a salary differential in an amount equal to the difference between the E step of a Benefits Analyst II and the E step of the Employment Services Specialist II.~~
- ~~6. Extra-help workers in the classification of Benefits Analyst III who perform screening and assessment services or income and employment services for clients shall receive a salary differential in an amount equal to the difference between the E step of a Benefits Analyst III and the E step of the Employment Services Specialist II.~~
- 7.4. The County shall continue to provide appropriate uniforms for extra-help workers in the Food Services Divisions who must wear a uniform. In accordance with this provision, Lab Coats will be made available to all extra-help Food Services Supervisors.
- 8.5. The County has agreed to provide knives for those extra-help culinary personnel required to use them in the course of their work.
- 9.6. Extra-help Licensed Vocational Nurses employed in the Clinic Option shall receive compensation in the amount of one step (5.74%) in addition to all other compensation.

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~~10-7.~~ The Parks Department shall annually provide the following clothing items to all Park Aides:

- Three (3) pairs of Ben Davis green jean pants
- Three (3) Parks short or long sleeve t-shirts
- One (1) Parks baseball cap
- One (1) black basket weave belt with brass buckle
- One (1) loden green sweatshirt with Department logo

If a Park Aide works less than one hundred sixty (160) hours, these items belong to the County and are issued on loan during the time the individual works for the Parks Department. He/she shall be required to return all of the above clothing items to the Parks Department upon separation from service. After working one hundred sixty (160) hours, these items become the property of the Park Aide.

The Parks Department shall make available the following clothing items to all Park Aides:

- One (1) Flying Cross Deluxe Tropical Khaki long or short sleeve shirt with badge tab and shoulder straps with shoulder patches
- One (1) Carhartt J43 quilt lined green jacket with shoulder patches

Regardless of the hours worked, these items belong to the County and are issued on loan during the time the individual works for the Parks Department. A Park Aide must return these additional clothing items in clean condition to the Parks Department upon separation of service.

In addition, the Parks Department will provide a seventy-five dollar (\$75.00) allowance along with the above uniform items for the purchase of:

- One (1) pair of black or brown safety toe boots/shoes that meet Title 8, Code of California Regulations § 3385, Foot Protection and have such compliance tag sewn into the footwear.

A subsequent seventy-five dollar (\$75.00) allowance will be given for replacement of safety footwear upon request after each additional one thousand forty (1,040) hours worked.

It is understood by both parties that these uniform items are acceptable for all Park Aides to wear during their assignments, including working in the Gatehouse. It is the responsibility of Park Aides to keep the uniform items clean and in good repair. The Parks Department may change the uniform item specifications if Department need or item availability changes

The County and the Union will discuss provision of coveralls at the Labor-Management meeting.

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- ~~10-8.~~ Coveralls will be provided for extra-help Utility Workers in the Sheriff's Office by the County at no cost to the extra-help worker.
- ~~11-9.~~ The County shall provide uniforms to extra-help workers in the Custodian classification who work for the Public Works Department.
- ~~12-10.~~ The County shall supply jackets to extra-help workers in the classifications of Custodians and Utility Workers in the Building Services section of the Public Works Department who travel to various locations to perform work-related duties on a routine basis. These jackets shall remain the property of the County and shall be returned when an extra-help worker leaves County services or assume duties not requiring travel. Extra-help workers are responsible for maintaining their jackets in a neat and clean manner.
- ~~13-11.~~ Extra-help workers in the following classifications within the Department of Public Works are required to wear safety shoes during all work hours, and shall receive a direct payment of one hundred seventy-five dollars (\$175.00) in late May/early June of each year for the purchase of safety shoes that meet policy requirements. Automotive Mechanic/Trainee, Automotive Service Supervisor, Automotive Service Worker I/II/III, Boiler Watch Engineer, Gardener, Lead Gardener, Stationary Engineer I/II, and Utility Worker I/II who work (a) at the Motor Pool; (b) with the Stationary Engineers/Boiler Watch Engineers; (c) with the Facilities Crafts workers; (d) in the Construction Services section, Tower Road; (e) in the Roads Landscape unit; (f) with the Equipment Mechanics at the Grant Yard.
- ~~14-12.~~ Extra-help workers in the Motor Pool Division of Public Works who are in the classifications of Auto Services Worker I/II, Auto Mechanic and Auto Services Supervisor, who perform maintenance activities on vehicles of a Gross Vehicle Weight of ten thousand (10,000) pounds or more will receive a differential of one step (5.74%) for the time actually spent while performing the work.
- ~~15-13.~~ Extra-help Communications Dispatchers II who are qualified as cross-trained dispatchers shall receive premium pay of one-half step (2.87%) in addition to their base salary. 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.
- ~~16-14.~~ Employees required to report back to work during off-duty hours in the San Mateo Medical Center in the Pharmacy, Operating Room, and Radiology shall be compensated for a minimum of two (2) hours of overtime.

Employees called back to work for these departments are not covered under Section 9.2.

EXHIBIT B: Amend Exhibit B as follows:

EXHIBIT B. SEIU - Extra-Help Unit

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~~1. Premium Pay for Extra-Help Communications Technicians. A premium of \$5.00 per hour or fraction thereof will be paid to extra-help technicians for the time they are required to spend working on towers or poles used as antenna support structures at heights greater than 25 feet above the base of the tower or pole.~~

~~2.1.~~ Advance Payments for Extra-Help Auditor-Appraisers. For out of town assignments for a period greater than one week, extra-help Auditor-Appraisers will be allowed up to \$2,000.00 as an advance on expenses.

~~3.2.~~ Operational/ Management Audits. Extra-help Senior Internal Auditors in the Controller's Office who are assigned to conduct operational/management audits shall receive a 10% differential for all hours worked in said assignment.