

**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 and SEIU 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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.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

[Signature]

Date: 9/27/13

Approved: \_\_\_\_\_

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

FOR AFSCME

[Signature: Nadia Bledone]

Date: 9/27/13

Ratified: \_\_\_\_\_

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

FOR SEIU

[Signature: Nick Rausl]

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

Ratified: \_\_\_\_\_

Date: 9/27/13

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**I. SALARY**

Effective upon ratification and approval of this Agreement, salary schedules for the Extra Help unit, the AFSCME regular unit, and the SEIU regular unit will be increased by a three percent (3%) cost of living increase.

**II. CALL BACK PAY**

**Section 9. On-Call Duty**

**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 report to work shall be compensated at the time and one half rate of pay (1 ½ time) for a minimum of three hours as "call back-pay." Extra-help workers receiving "call back pay" shall not be entitled to "on-call" pay simultaneously.

**Add Item 17 to Exhibit A – AFSCME Extra-Help Unit**

17. 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.

**III. HOLIDAYS**

**Section 12. Holidays**

**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 of the daily average of normal hours worked over the preceding two pay periods

up to a maximum of four (4) hours holiday pay.

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This subsection (b) does not apply to extra-help workers who work the holiday.

**IV. ANNUAL MEETING**

**Section 15. Annual Meeting**

~~At the union's request, the Assistant~~ Director of Human Resources, or his/her designee, shall meet with AFSCME and SEIU representatives as necessary every January following the execution of this agreement. ~~This meeting will be to discuss the unions' recommendations and justifications for conversion of extra help hours to permanent positions.~~

Human Resources will communicate the unions' recommendations and accompanying justifications directly to the operating departments. Nothing precludes the unions from having a separate meeting with the operating departments to discuss their recommendations. Operating department will incorporate such recommendations as they deem feasible in preparing their recommended budgets for the fiscal year, within the context of budget constraints. The conversion of extra help hours to regular positions will be made within the context of the available budget.

**V. HEALTHCARE REOPENER**

**Section 16. Hospitalization and Medical Care**

The parties agree to reopen this section in April 2014.

**VI. RECONSIDERATION PROCESS**

**Section 18. Reconsideration Process for Separation due to Performance or Conduct Issues**

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 cumulative extra-help hours 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 calendar days 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 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. 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

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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.

**VII. UNIFORMS**

**Exhibit A – AFSCME Extra Help Unit**

10. The ~~Environmental Services Agency Parks Department and Recreation Division~~ 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 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, and Recreation Division, or the cost of the non-returned items shall be deducted from his/her last paycheck. After working 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 \$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 \$75.00 allowance will be given for replacement of safety footwear upon request after each additional 1,040 hours worked.

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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.

**VIII. PROMOTIONAL POINTS**

**New Section: Extra Help Applicants for New Positions**

Extra Help employees with a minimum of 1040 continuous hours of service, defined as no break in service of greater than 28 days, are eligible to apply in recruitments designated as:

- Department Only
- County Promotional Only
- Open and Promotional
- Open

For ranking purposes, Extra Help Employees with 1040 hours of continuous service will receive five (5) promotional points for Open and Promotional recruitments as afforded to regular employees.

**IX. AGILE PILOT PROGRAM**

**New Section: Extra Help – Agile Pilot Program**

1. The County will designate a separate group of Extra Help employees in the AFSCME/ SEIU Extra Help bargaining unit, entitled Term Employees, consisting solely of fixed term employees in the Agile Pilot Program.
2. The Pilot Program will apply for the period of October 1, 2013 – September 30, 2015.
3. For the period of the two year pilot program, San Mateo County will use 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 Term Employees.)*
  - a. Temporary absence of incumbent.
  - b. Short-term variations in workload, including seasonal work
  - c. Short-term special projects/assignments/pilot programs
  - d. Temporary filling of vacant positions.
  - e. Intermittent work
  - f. Temporary staffing prior to implementation of organizational or technological changes (e.g. computer programmers)
  - g. Work that has been traditionally outsourced.

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4. To the extent Term Employees are hired to facilitate work on planned projects, the County may exercise its discretion to assign such project work to Regular Employees while the Term Employees backfill Regular Employee job duties.
5. 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 on positions utilized in represented classifications above the initial 13 positions filled.

Initial AFSCME/SEIU classifications identified as positions for pilot projects are:

- 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)
6. 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.
  7. In October 2015, the County and Unions will meet and confer regarding future terms and conditions of employment for Term Employees.
  8. The following terms and conditions of employment will apply solely to employees hired in the Extra Help-Agile Pilot Program:
    - a. Positions will be a Fixed Term as defined by the County, not to exceed 3 years
    - b. Upon termination or release from employment, Term Employees have the right to the Reconsideration Process described in Section 18 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 2% in year 1 of employment, 3% in year 2, and 4% in year 3
        2. Additional employer matching contribution based on employee contribution, up to an additional 3%.

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- 3. Employer contributions fully vest at the end of year 3. (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.
- v. Term employees will not be eligible for retiree health benefits or SAMCERA defined benefit pension.