

**TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSCME LOCAL 829 AND SEIU LOCAL 521
RE: SUCCESSOR MOU NEGOTIATIONS**

The following document contains the Tentative Agreement between the County of San Mateo (hereinafter called "County") the American Federation of State, County and Municipal Employees (AFSCME) Local 829, and the Service Employees International Union (SEIU) Local 521 ("hereinafter called "Unions") 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 approval, this Agreement will amend the 2016 MOU between the parties.

The amended MOU shall supersede all other Memoranda of Understanding and agreements between the County and the Unions applicable to the Extra Help bargaining units. 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 Any outstanding proposals not agreed to are hereby withdrawn by the parties.

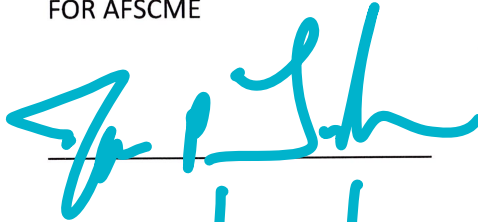
This Tentative Agreement is subject to ratification by Association membership and approval by the Board of Supervisors of the County of San Mateo.

FOR THE COUNTY



Date: 9/25/19

FOR AFSCME



Date: 9/26/19

FOR SEIU



Date: 9/25/19

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

Section 2. Union Security

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all employees in all classes in the units for which this section is applicable regardless of whether they are members of the Union.

~~2.1 Agency Shop~~

~~All extra help employees/workers in classifications covered by this MOU, except supervisors as defined in Section 2.4 below, shall as a condition of employment either:~~

- ~~1. Become and remain a member of the Union.~~
- ~~2. Pay to the Union an agency fee in an amount which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues paid during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria to be determined by the Union in accordance with legal requirements; or~~
- ~~3. Do both of the following:~~
 - ~~a. Present to the Union and the Controller a written declaration that he/she is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and~~
 - ~~b. Pay a sum equal to the agency fee described above to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501(c)(3) of the Internal Revenue Code.~~

~~For AFSCME~~

- ~~I. San Mateo County Health Center Foundation~~
- ~~II. San Mateo County Mental Health Association's Spring Street Shelter for the Homeless Mentally III~~
- ~~III. San Mateo County Service League~~

~~For SEIU~~

- ~~I. Ronald McDonald~~

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~~— East Palo Alto Family YMCA~~

~~— El Concilio of San Mateo County~~

~~II. — Asian American Residential Recovery~~

~~III. — [third negotiated fund's name]~~

2.2 — Compliance

~~If any currently employed extra-help employee worker fails to authorize one of the above deductions within 30 calendar days of hire into a classification covered by this MOU, the County shall involuntarily deduct the agency fee from the employee worker's paycheck. The Controller shall determine the timing of such automatic deductions.~~

2.3 — Maintenance of Membership

~~All extra-help employees workers who become members of AFSCME Local 829 or SEIU Local 521 and who tender periodic dues through dues deductions of their San Mateo County biweekly paycheck shall continue to pay dues for the duration of this Memorandum of Understanding and each subsequent Memorandum of Understanding thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this Memorandum of Understanding and one hundred and ten to ninety (110-90) days prior to the expiration of any subsequent Memorandum of Understanding, any employee who is a member of AFSCME Local 829 or SEIU Local 521 shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated by the extra-help employee worker during that period of time in writing to the County Controller to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. An employee who is subsequently employed in a position outside of the units represented by AFSCME Local 829 or SEIU Local 521 shall not be required to continue dues deduction.~~

~~The County shall deliver revocations of membership to the Union on a biweekly basis and include verification that receipt was by certified mail. The Controller shall accept authorization for dues deductions on a biweekly basis.~~

~~In the event that extra-help employee workers in a bargaining unit represented by the Union vote to rescind "Agency Shop" the provisions of Section 2.3 shall apply to dues-paying members of the Union.~~

2.4 — Supervisory Classifications

~~For the purpose of this section, a supervisor or supervisory employee shall be an employee who regularly supervises the work of two or more employees and whose work customarily and regularly involves spending more than 50 percent of work time on supervisory, rather than journey person, activity. Supervisors as defined above shall not be subject to the provisions of this Section 2.1, Agency Shop, but shall continue to be covered by Section 2.3, Maintenance of Membership.~~

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~~2.5 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, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.~~

~~2.1 2.6~~ Reinstatement

~~The provisions of 2.1 above shall not apply during periods that a~~ An extra-help employee who is separated from the representation unit, ~~but~~ shall be reinstated upon the return of the extra-help employee to the representation unit, including seasonal employees who are separated and return the following season. For the purpose of this Section, the term separation includes transfer out of the representation unit, FMLA leave, workers comp absence and any leave of absence with or without pay.

~~2.22.7~~ Payroll Deduction

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. The deduction shall be made only after the Union certifies to the County a list of employees who have authorized such deductions. Where the County receives employee requests to cancel or change deductions, the County will direct employees to the Union. Dues deduction shall be made only upon signed authorization from the extra-help employee upon a form 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 employee transfers out of union representation through a change in classification or status.

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

Extra-help employees 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 employee and shall continue until such authorization is revoked in writing.~~

~~2.32.8~~ County Obligations

~~A. Any new extra-help employee hired into a non-supervisory job class or positions covered by this Memorandum of Understanding shall be provided by the County with and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: 1) Union dues; 2) agency fee; or 3) if he/she qualifies, a fee equal to agency fee payable to one of three negotiated charities.~~

B.A. All dues, ~~service fees~~ and PEOPLE/COPE deductions shall be transmitted to AFSCME Local 829 or SEIU Local 521 in an expeditious manner.

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~~C.B.~~ All transmittal checks shall be accompanied by documentation which denotes the extra-help employee's name, ~~-social security number (for unit members only)~~ employee's number, amount of deduction (including PEOPLE/COPE) and member ~~or fee payer~~ status.

~~D.~~ The County shall hand out agreed upon Union materials along with the Agency Shop forms.

~~2.9~~ Union Obligations

~~A.~~ The Union shall provide the County with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. The Union shall provide a copy of said "Hudson procedure" to every agency fee payer covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.

~~B.~~ Local 829 and Local 521 will supply the County with deduction authorization forms and/or membership applications.

~~C.~~ Annually, the Union shall provide the Director of Human Resources with copies of the financial report which the Union annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any extra-help employee, until such report is filed.

2.4 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, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

2.52.10 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 or damages 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.

2.62.11 Communications with Extra-Help Employees

The Union shall be allowed by a County department, in which it represents extra-help employees, use of ~~a designated available~~ bulletin board space for communications having to do with official organization business, ~~such as times and places of meetings provided such use does not interfere with the needs of the department.~~ The department involved and/or ~~Human Resources department~~ Employee and Labor Relations will investigate problems that the Union identifies with respect to use of these bulletin boards.

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The Union may distribute materials to extra-help employees within the unit it represents through County mail and email distribution channels if approved by Employee and Labor Relations~~the Director of Human Resources~~. This privilege may be revoked in the event of abuse after Employee and Labor Relations~~the Director of Human Resources~~ 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 ~~the extra-help employee's department head~~Employee and Labor Relations at least twenty-four (24) hours in advance when contacting departmental extra-help during the duty period of extra-help employee, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees 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.

2.7.2.12 Use of County Buildings

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

2.8.2.13 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, any new or permanent or temporary change to a County 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 the 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.

~~2.14 — New Employee Notification~~

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

2.9 New Employee Orientation

The County and the Unions 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 follow:

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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 Unions 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.

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 & Labor Relations under normal Release Time processes.

2.10~~2.15~~ Employee Roster

The County shall include extra-help employees on lists which provide information regarding additions and deletions to the Union's bargaining units, as well as which extra-help employees were having Union dues withheld from their pay checks as of the date the roster was prepared.

The County shall supply to the Union on a biweekly 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 employees in the units represented by the Union. ~~basis a listing of extra-help employees and their length of service, grouped by department.~~ For extra-help employees hired sixty (60) days following the adoption of this Agreement, hours listed will include only hours worked in an extra-help, rather than regular, capacity, except for persons who fluctuate between regular and extra-help status during the course of their County employment. The County shall notify the Union of extra-help employees who are on an unpaid leave of absence-status in excess of twenty-eight (28) days.

Such lists shall be supplied without cost to the Union, provided that Union-requested changes to the report will be charged to the Union.


2.11 Third Party Notification

The County acknowledges the Unions' 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 applicable Union of any such requests that are submitted to Human Resources.

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SO AGREED:

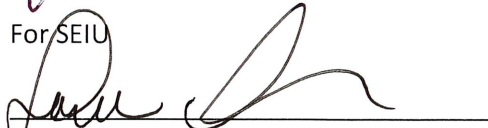
For AFSCME



John Tucker

Dated 7/31/19

For SEIU



Sandra Floyd

Dated 7/31/19

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

Dated 7-31-19

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Section 3. Union Stewards and Official Representatives

The County and Unions 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 leads have an opportunity to work together to support the success of their members.

3.1 Attendance at Meetings

Extra-help employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay, including reasonable travel time, during attendance at a formal meet and confer session, consultation with management representatives on matters within the scope of representation, or being 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, hearing, 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 when the time spent coincides with their pre-scheduled work day/shift. 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 ~~the Employee and Labor Relations Director of Human Resources~~ at least two (2) working days prior to the scheduled meeting whenever possible.

Except by agreement with ~~the Director of Human Resources~~ Employee and Labor Relations, the number of extra-help employees excused for such purposes shall not exceed one (1) per Union, ~~or four (4) per Union for formal negotiations on successor MOU's.~~

3.2 Successor MOU Negotiations

Extra-help employees who are official representatives or Stewards of the Union shall be given reasonable time off with pay, including reasonable travel time, during attendance for formal contract negotiations on successor MOU's. The number of extra-help employees excused for such purposes shall not exceed four (4) per Union.

Paid release time for formal negotiations shall not be provided for stewards who are not extra-help to represent extra-help employees, other than (a) a maximum of one regular employee from each Union, and (b) a representative or steward who moves from extra-help to regular status during a given set of negotiations shall continue to be provided paid release time for those negotiations.

If any extra-help employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the ~~County Manager~~ Human Resources Director whose decision shall be final.

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The Union shall be allowed up to 35 hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests for time shall be made to the extra-help employee's department head at least fourteen (14) days in advance.

Extra-help shop stewards working P.M. shifts shall be provided with two (2) hours of unpaid release time each month to attend Steward Council Meetings, not to exceed four (4) times per year. It is acknowledged that San Mateo Medical Center ~~a~~Administration 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 Director of Human Resources, whose decision shall be final.

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

- Posting Union Notices in County designated/authorized locations;
- Transmitting communications authorized by the Local Union or its Officers to the County or their representative;
- Attending Labor-Management meetings;
- Meetings with County management concerning the enforcement of any provision of this Agreement or matters within scope of representation;
- Investigating and processing grievances;
- Attending Union meetings.

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.~~
OR

- Distributing political information or advocating support for political candidates, ballot initiatives, or other legislation;
- Conducting membership drives or soliciting membership from other County employees or applicants;
- Any activity that is precluded by law or County policy as a conflict of interest, or that may be perceived as a conflict of interest based on the employment of the individual by the County;
- Any political activity, that is prohibited by law or County policy, of public employees during the course and scope of their employment;
- Personal use of County paid release time on non-Union or labor relations matters.

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3.32 Handling of Grievances

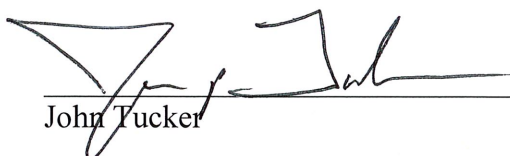
The Union shall designate a reasonable number of extra-help Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify the Director of Human Resources in writing of the individuals so designated. Alternates may be designated to perform steward functions only during the absence or unavailability of the stewards except by mutual agreement of the parties.

Extra-help stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other extra-help employees within the same ~~work area or~~ representation unit. Requests for release time shall not be denied unreasonably. Extra-help stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory extra-help employees shall not represent non-supervisory extra-help employees in a grievance procedure where such activity might result in a conflict of interest. ~~Neither an extra-help steward nor the Union shall order any changes, and no change shall be made except with the consent of the appropriate department heads.~~ If an extra-help steward is relieved from ~~his/her~~their duties to investigate and process a grievance, other stewards shall not be released for that grievance.

Whenever an extra-help employee is required to meet with a supervisor and the extra-help 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~~they so requests. Only one steward may attend such meetings. It is not the intention of this provision to allow the presence of a steward during the initial discussion(s) of an extra-help employee's performance evaluation.

SO AGREED:

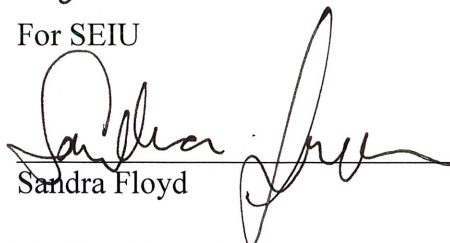
For AFSCME



John Tucker

Dated 6/10/19

For SEIU



Sandra Floyd

Dated 6/10/19

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

Dated 6/10/19

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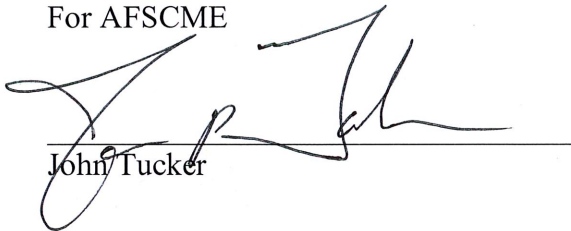
Section 4. No Discrimination

~~There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age, or any other classification protected by law, or legitimate union activities against any extra-help 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 performing the essential duties of the position.~~

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 extra-help employee (including limited term) 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.

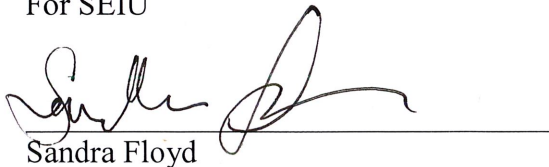
SO AGREED:

For AFSCME


John Tucker

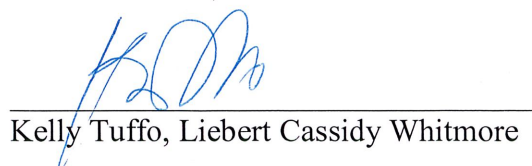
Dated 6/4/19

For SEIU


Sandra Floyd

Dated 6/4/19

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

Dated 6/4/19

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5.1 Salary Ranges:

~~The salary ranges for all extra-help 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 hourly rate of pay as of May 19, 2019. Salary adjustments for extra-help shall occur at the time and in the same percentage of general salary and equity adjustments for parallel regular classifications. Salary adjustments for extra-help in classifications for which there is no parallel regular classification shall occur at the time and in the same percentage of the general salary adjustments. ~~Any salary adjustments made subsequent to November 10, 2013 shall be reflected in addendums to the Exhibits in this Memorandum of Understanding. As reflected in the Exhibits, salaries shall be adjusted as follows: the first full pay period upon ratification and approval, there shall be a three percent (3%) increase.~~

The rates of pay set forth in the Exhibits represent the total compensation due extra-help, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors or by this Memorandum of Understanding.

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.

5.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new extra-help employee entering County service shall be the minimum salary for the class to which ~~he/she~~ they are-is appointed. When circumstances warrant, the Director of Human Resources may, upon recommendation of the department head, approve an entrance salary which is more than the minimum salary. The Director of Human Resource's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that extra-help employee is appointed.

5.3 Salary Step Increases

Extra-help employees shall be considered by the appointing authority 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. All increases shall be effective as described below. Salary range adjustments for a classification will not set a new salary advancement hours balance for extra-help employees serving in that classification.

Hours of Service Necessary for Step Increases:

- (1) After completion of one thousand forty (1040) regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the

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appointing authority, the extra-help employee shall be advanced to the next higher step in the salary schedule for the classification. If an extra-help employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of two thousand eighty (2080) regular hours of satisfactory service.

- (2) After the completion of two thousand eighty (2080) regular hours satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the extra-help employee 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 extra-help employee completes the one thousand forty (1040) or two thousand eighty (2080) hours in the middle of a pay period, the extra-help employee shall be eligible for an increase as follows:
 - if the merit increase period is completed during the first week of a pay period, the increase will be made effective with the start of the then current pay period.
 - if the merit increase period is completed during the second week of a pay period, the increase will be made effective with the start of the next pay period.
- (4) 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 extra-help employee 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 (i.e. upon completion of required hours of service and recommendation of appointing authority). Within two (2) pay periods of the manager's discovery of the issue, the manager will submit the documents to advance the employee to the next step. 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.

5.4 Flexibly-Staffed Series

Upon recommendation of the department head, an extra-help employee hired into the entry level of a flexibly-staffed series may advance to the journey level within that series based on length of service, satisfactory performance, and ability to meet minimum requirements of the higher class.

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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 Entering a Higher-Paying Extra-Help Classification

When a currently employed extra-help employee takes an extra-help opportunity in a higher-paying classification without a break in service and at the time is receiving a base salary equal to, or greater than, the minimum base rate for the higher classification, that extra-help employee shall be entitled to the next step in the salary schedule of the higher classification which is at least one step above the rate ~~he/she/they have~~ he/she/they have been receiving, except that the next step shall not exceed the maximum salary of the higher classification.

A break in service is defined as twenty-eight (28) consecutive calendar days during which the extra-help employee was not in a pay status, except where the absence from pay status was due to an approved leave of absence or a period during which the extra-help employee would not normally be scheduled to work.

5.7 Salary Step After Entering a Lower-Paying Extra-Help Classification

When a currently employed extra-help employee takes an extra-help opportunity in a lower-paying classification, that extra-help employee's compensation shall be adjusted to the salary prescribed for the lower-paying classification, and the specific rate of pay within the range shall be determined by the Director of Human Resources, whose decision shall be final.

If an extra-help employee is hired into an extra-help classification he/she/they previously held, the extra-help employee shall be placed at the same step in that classification which the extra-help employee held last.

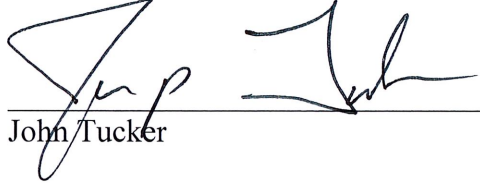
5.8 Salary Step Defined

For purposes of salary administration in this contract a step is defined as 5.74%.

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

SO AGREED:

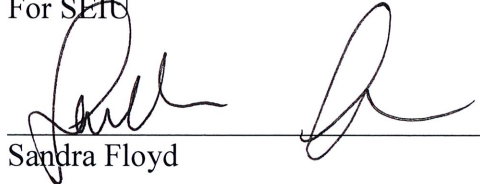
For AFSCME



John Tucker

Dated 6/10/19

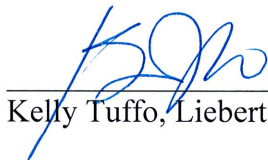
For SEIU



Sandra Floyd

Dated 6/10/19

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

Dated 6/10/19

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS**

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

Section 6. Days and Hours of Work

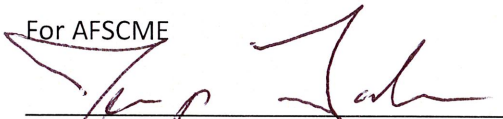
The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. Extra-help employees shall work such hours and schedules as the Board and the appointing authority shall prescribe.

It is understood that extra-help employees are not entitled to a particular shift or schedule and are subject to daily cancellation. An extra-help employee whose assignment is cancelled shall be provided at least two (2) hours' notice before the beginning of the scheduled shift. Should at least two (2) hours' notice not be provided, the extra-help employee shall be "floated" for a minimum of half of the scheduled shift, based on the needs of the department. Alternatively, the extra-help employee may choose to waive the guaranteed "floating" work hours and its requisite compensation.

Except as provided below, the regular workweek shall consist of forty (40) hours within a seven (7) day workweek which begins Sunday morning at 12:00 a.m. and ends Saturday night at 11:59 p.m.

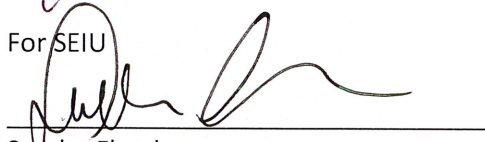
For employees working a 9/80 work schedule (with a regular day off every other week) each employee's designated work week shall begin exactly four (4) hours after the start of their eight (8) hour shift on the day of the week that corresponds to the employee's alternating regular day off.

SO AGREED:

For AFSCME


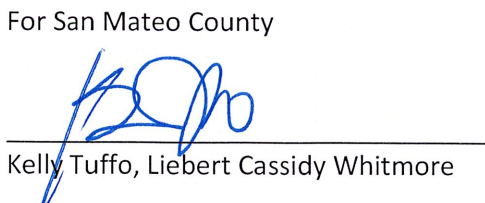
John Tucker

Dated 7/31/19

For SEIU


Sandra Floyd

Dated 7/31/19

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

Dated 7-31-19

TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS

Section 7. Overtime

7.4 Out of Town Weekend Work Assignments

Any extra-help employee who is assigned work that requires ~~him/her~~ ^{them} to be out of town overnight on one or more weekend days shall be compensated as follows:

1. Fifty dollars (\$50.00) per day for each weekend day (Saturday and/or Sunday) the extra-help employee is out of town; and
2. Regular and/or overtime compensation as provided in this section for each hour actually worked during such assignments, subject to the usual pre-approval requirements; and
3. 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 of Overtime set forth in Section 7 of this MOU. ~~, at one and one-half (1 1/2) time, when the travel occurs outside of the extra-help employee's regular work schedule.~~

SO AGREED:

For AFSCME


John Tucker

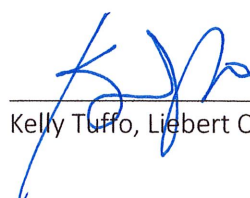
Dated 4/29/19

For SEIU


Sandra Floyd

Dated 4/29/2019

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

Dated 4.29.19

**TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSMCE LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT**

The County of San Mateo ("County") and the extra help bargaining units represented by the American Federation of State, County and Municipal Employees, Local 829 and Service Employees International Union Local 521 ("Unions") (collectively referred to as the "parties") tentatively agree to the following, subject to bargaining unit ratification and Board of Supervisors' adoption of a successor MOU.

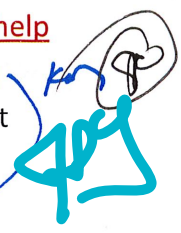
Section 8. Shift Differential

8.1 Definition

Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the extra help employee's base pay in the salary range for his/her/their classification. If the base pay is at the top step, shift differential pay shall be computed at one step above such base pay.

8.2 Applicable Shifts

~~Extra help employees employed in twenty four hour operations who are assigned to work a full shift which starts between 2:00 p.m. and 3:00 a.m. shall be paid at shift differential rates for all hours worked during such shift. Effective no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, for all other extra help employees (excluding extra help employees in the classifications of Family Care Workers, Shelter Care Counselors, and Transportation Workers),~~ ^{Officers} shift differential will be paid at shift differential rates for all hours worked between 6:00 pm and 6:00 am, excluding those on alternate work schedules, regardless of when shift begins.



Effective no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, for extra help employees in the classifications of Shelter Care Counselors (Family Care Workers) and Transportation Officers who are regularly assigned to work a shift of eight (8) hours or more which starts after 11:59 a.m. and before 1:01 a.m. shall be paid at 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.

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

8.3 Split Shifts

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.

TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSCME LOCAL 829 AND SEIU LOCAL 521
RE: EXTRA HELP UNIT

Effective no later than within the first three pay periods following Board of Supervisors' adoption of a successor MOU in 2019, extra-help 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 Shelter Care Counselors (Family Care Workers) and Transportation Officers 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.

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.

~~Extra Help employees who are assigned to and work a split shift of more than eight (8) hours which starts before 2:00 p.m. and includes at least five (5) hours worked after 2:00 p.m., shall be paid at shift differential rates or all hours so worked after 2:00 p.m.~~

SO AGREED:

For AFSCME

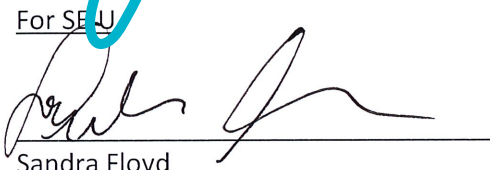


John Tucker

9/26/19

Date

For SEIU



Sandra Floyd

9/25/19

Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

9/25/19

Date