

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

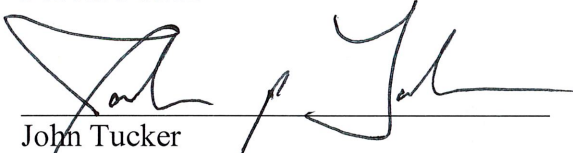
Section 22. Personnel Files

22.1 Employee Review

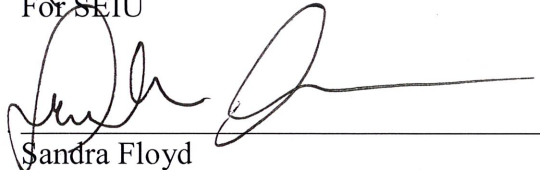
Each extra-help employee shall have the right to inspect and review any official record relating to ~~his/her~~ their performance or to a grievance concerning the employee ~~him/her~~ that is kept or maintained by the County in the Human Resources Department. The contents of such records shall be made available to the extra-help employee for inspection and review at reasonable intervals during the regular business hours of the County Human Resources Department. ~~County~~. The extra-help employee's designated representative may also review the personnel file with specific written authorization from the extra-help employee.

SO AGREED:

For AFSCME

 Dated 6/4/19
John Tucker

For SEIU

 Dated 6/4/19
Sandra Floyd

For San Mateo County

 Dated 6/4/19
Kelly Tuffo, Liebert Cassidy Whitmore

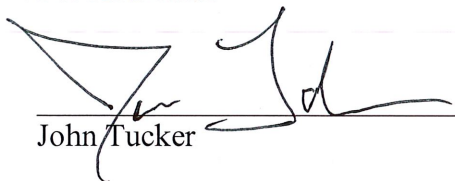
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Section 245. Contracting/Subcontracting [Renumber subsequent sections]

The County will notify the applicable Union of its intent to contract or subcontract work customarily performed by members of the AFSCME or SEIU Extra-help bargaining units where such contracting or subcontracting to non-County entities would result in loss or potential loss through attrition or release of such bargaining unit members. The County will make such notification at least thirty (30)-sixty (60) calendar days in advance of such action. The notice shall include an explanation of the County's reason for the contracting/subcontracting out. The Union shall be given the opportunity to meet and confer with the County on the effect of such contracting out upon its members, and shall have fourteen (14)-thirty (30) calendar days from the date of such notification to propose effective and economical alternative ways in which such services could continue to be provided by usage of extra-help hours. Upon request from the Union(s), the County will provide a list by department of all contract workers or vendors who are contracted by the County and perform work covered by this bargaining unit. The County will make a reasonable effort to identify the names of the vendors on the list and the nature of the work provided by each vendor.

SO AGREED:

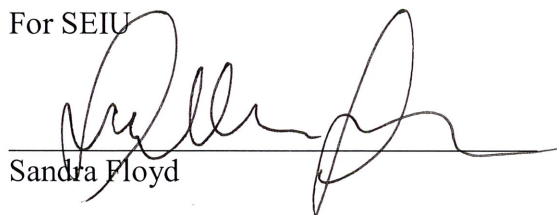
For AFSCME



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

**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 28. Term of Agreement

This Memorandum of Understanding shall be presented by the Unions to represented extra-help employees to be covered hereby for ratification by said employees, and shall thereafter be presented to the Board of Supervisors as the joint recommendations of the undersigned commencing ~~October 31, 2015~~ TBD through ~~90 days following the expiration date of the AFSCME and SEIU Memoranda of Understanding commencing October 12, 2014 which cover regular employees~~ January 22, 2022.


SO AGREED:

For AFSCME


John Tucker

8/21/19
Date

For SEIU


Sandra Floyd

8/21/19
Date

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

8/21/19
Date

**TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS
RE: SECTION 30 BILINGUAL PAY**

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 30. Bilingual Pay

~~Effective the first pay period following Union ratification, a~~ A salary differential of Seventy (\$70.00) ~~Fifty-five (\$55.00)~~ biweekly shall be paid to incumbents of positions requiring bilingual proficiency as designated by their respective Department Heads or their designee. ~~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.

An employee may submit a request for bilingual pay to their Department Head or designee. Upon receipt of an employee request for bilingual pay, the Department Head or designee shall approve or deny the request within thirty (30) calendar days. If the Department Head or designee does not respond within thirty (30) calendar days, the employee may submit the request to the Human Resources Director or designee, who will approve or deny the request within thirty (30) calendar days. Within one (1) week of approval, the County shall contact the bilingual examiner and offer the employee appointment dates and times for the bilingual examination.

Bilingual pay ~~is effective the first pay period after Human Resources certifies the result of the bilingual exam.~~ Human Resources may approve retroactivity for bilingual pay on a case by case basis.

~~for employees carrying a caseload of 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 Department and is based on operational and staffing needs of the Department. Human Resources will oversee the bilingual examination, certify exam results and determine effective date of bilingual pay of any individual submitted by the Department for testing. ~~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.

If an employee who has not been designated/approved for bilingual pay is required by the Department to perform bilingual services, the employee may report this issue to Employee Relations, who will investigate the matter within thirty (30) calendar days.

Individuals who promote or transfer to another position or Department will be reevaluated by the received Department to determine if bilingual pay should be continued. Should bilingual pay be

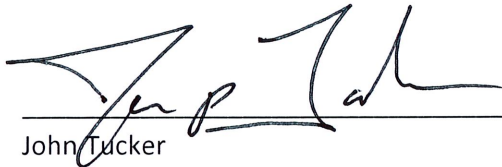
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2019 SUCCESSOR MOU NEGOTIATIONS
RE: SECTION 30 BILINGUAL PAY

continued, the Department must submit a request for continuation with the Human Resources Department.

If any employee's request for bilingual pay consideration is denied by the Department, such denial shall be subject to appeal to the Human Resources Director whose decision shall be final.

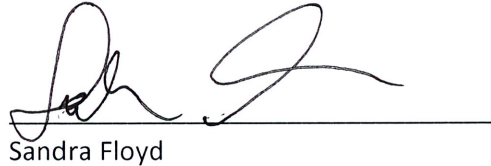
SO AGREED:

For AFSCME


John Tucker

Dated 8/21/19

For SEIU


Sandra Floyd

Dated 8/21/19

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

Dated 8/21/19

**TENTATIVE AGREEMENT
BETWEEN SAN MATEO COUNTY
AND AFSCME 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 2930. ~~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 limited term employees ~~in the Agile Workforce Program.~~
- (2) The County will use Limited Term Employees only in the following circumstances, at the County's discretion, for assignments not to exceed three (3) years. (Note: the terms "temporary" and "short term" below shall be defined as not to exceed three (3) 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, substantiated by a written summary of how the term position will address such variations, and methods for evaluating the outcome(s), including seasonal work;
 - (c) Short-term special projects, or assignments, substantiated by a written summary of the project or assignment, including start and end date and all related timelines, expected deliverable(s) or outcome(s), and a method for evaluating outcomes;
 - (d) Formal pilot programs, substantiated by a written summary of the pilot program, including start and end date and all related timelines, expected deliverable(s) or outcome(s), and a method for evaluating outcomes;
 - ~~(e) pilot programs~~
 - ~~(d)(e)~~ Temporary staffing to backfill for a regular employee's assignment to a special project or working out of class;
 - ~~(e)(f)~~ 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) substantiated by a written description of the delay or risk and related timelines;
 - ~~(f)(g)~~ Intermittent work, substantiated by a written description of what makes the work irregular, along with a method for evaluating when the intermittent work will begin and end;
 - (h) Temporary staffing prior to implementation of organizational changes, substantiated by a written summary of the expected outcomes;
 - ~~(g)(i)~~ Temporary staffing prior to implementation of or technological changes (e.g. computer programmers), substantiated by a written summary of the expected outcomes; and
 - ~~(h)(i)~~ Work that has been traditionally outsourced, substantiated by production of prior contracts, upon request from the Union(s).

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

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

- (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 Limited Term Employees backfill Regular Employee job duties.
- (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:

- Human Services Agency: Overpayment Unit – Benefit Analyst I/II/III
- Department of Public Works: Construction Services Unit & Project Development Unit – Capital Project Managers
- Information Services Department/Controllers/HR: Workday (HRIS) Project – Asst/Advisory/Systems/Senior Systems Engineers, Department System Analyst

- (5) The following terms and conditions of employment will apply solely to Extra-Help Limited Term employees:

- (a) Positions will be a 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 19-20 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 the first year of term employment, three percent (3%) in second year of term employment, and four percent (4%) in the third year of term employment
 - 2. Additional employer matching contribution based on the level of employee contribution, up to an additional three percent (3%).
 - 3. Employer contributions fully vest at the end of 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.)

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

Employer contributions that have not vested upon employee separation shall be forfeited.

(d) Limited Term employees will not be eligible for retiree health benefits or SAMCERA defined benefit pension.

(6) On a ~~weekly~~ monthly basis, the County shall provide the Unions with an electronic copy of a list of approved requisitions for Limited Term positions, along with the circumstances supporting use of a Limited Term position, and a list of any approved extensions, in accordance with subsection 2 of this Section 29-30 regarding ~~Extra Help~~ Limited Term Employees.

(7) The parties shall meet ~~no later than October 2017~~ on a semi-annual basis to evaluate the progress of ~~discuss issues related to~~ the Limited Term Employee Program. Every other meeting will be concurrent with the annual meeting referenced in Section 16 of this MOU.

~~(7)~~(8) Active recruitment for a Limited Term position shall begin no later than six (6) months following the original approval of the position, or following an incumbent's vacancy of the term position. If active recruitment does not begin in the aforementioned time limit, the County shall close the position.

SO AGREED:

For AFSCME

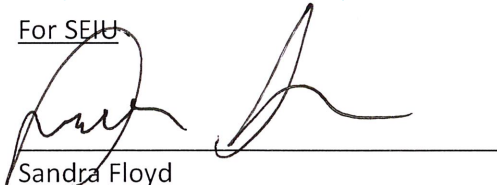


John Tucker

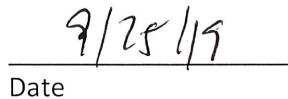


Date

For SEIU

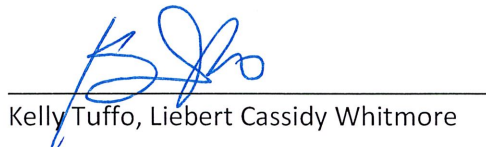


Sandra Floyd

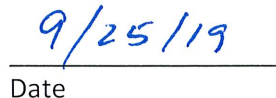


Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore



Date

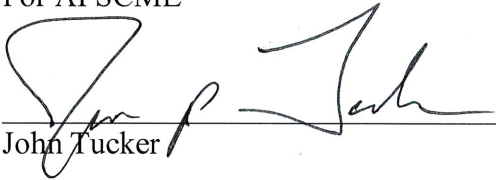
**TENTATIVE AGREEMENT
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2019 SUCCESSOR MOU NEGOTIATIONS**

Section ~~30~~ 31. Performance Evaluation

Upon request from an Extra-Help employee, and the employee's completion of at least one thousand forty (1,040) cumulative extra-help 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. This section shall not apply for departments participating in the County's Performance Pilot.

SO AGREED:

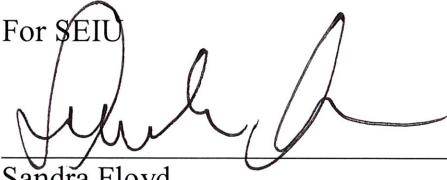
For AFSCME



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

**TENTATIVE AGREEMENT
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Section 32. Pay for Work-Out-Of-Classification

Extra-help and term employees will have opportunity to apply for working-out-of-class opportunities. When feasible, the County will offer work-out-of-class assignments to interested permanent employees who meet the minimum qualifications of the position prior to offering such assignments to extra-help employees. If offered, it is the employee's responsibility to inform management of their interest in work-out-of-class assignments. Departments will solicit interest in such assignments via bulletin board posting, internal memo, and/or email within the department or division as the department deems appropriate. The intent of this section is to provide additional career development opportunities to extra-help and term County employees when such assignments do not cause unreasonable disruptions to the work environment or work production.

When feasible, the County will offer to rotate interested employees in previously identified long-term (more than twenty (20) days) work-out-of-class assignments, and the County will notify the Union when this occurs. The intent of this section is to provide additional career development opportunities to permanent County employees when such assignments do not cause unreasonable disruptions to work environment or work production.

When a employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if they have worked in such classification for five (5) consecutive workdays (or four (4) consecutive workdays for employees on a four (4) day workweek, or where due to a County holiday, the workweek is only four (4) days), they shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the conditions specified below:

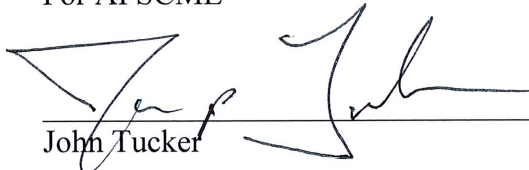
- 1) The assignment is caused by the temporary or permanent absence of the incumbent, or the assignment is caused by a special project or need;
- 2) The employee performs the duties regularly performed by the absent incumbent, or at the classification level for the special assignment and these duties are clearly not included in the job description of their regular classification;
- 3) The temporary assignment to work-out-of-class which extends beyond twenty (20) working days be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- 4) A copy of the department head's written approval must be submitted in advance to the Human Resources Director. If the Director determines that they will not approve pay for work in the higher class which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Director whose decision shall be final.

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BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
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The County shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

SO AGREED:

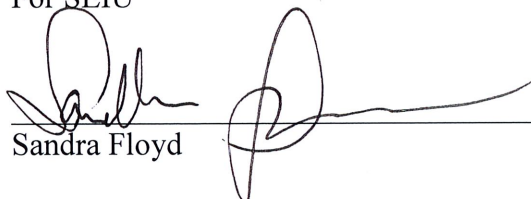
For AFSCME



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.

**EXHIBIT A
AFSCME Extra-Help Unit
(Note: Order of provisions changed)**

Equipment and Uniforms:

1. **Culinary Knives:** The County ~~has agreed to shall~~ provide knives for those extra-help culinary personnel required to use them in the course of their work.
2. **Food Service Uniforms/ Lab Coats:** The County shall ~~continue to~~ provide appropriate uniforms for extra-help employees in the Food Services Divisions who ~~must are required to~~ wear a uniform. In accordance with this provision, Lab Coats will be made available to all extra-help Food Services Supervisors.
3. **Park Aide Uniforms and Safety Shoe Allowance:** 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) ~~L~~oden 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~~They 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 one-time seventy-five dollar (\$75.00) allowance along with the above uniform items for the purchase of:

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- 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.

4. Utility Workers Coveralls: Coveralls will be provided for extra-help Utility Workers in the Sheriff's Office by the County at no cost to the extra-help employee.
5. Custodian Uniforms: The County shall provide uniforms to extra-help employees in the Custodian classification who work for the Public Works Department.
6. Jackets: The County shall supply jackets to extra-help employees 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 employee leaves County services or assume duties not requiring travel. Extra-help employees are responsible for maintaining their jackets in a neat and clean manner.
7. Safety Shoe Allowance: Extra-help employees in the following classifications within the Department of Public Works are required to wear safety shoes during all work hours, and shall receive an allowance 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 from the Department's footwear vendor:-
 - 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

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Construction Services section, Tower Road; (e) in the Roads Landscape unit; (f) with the Equipment Mechanics at the Grant Yard.

Special Pay Provisions:

8. **Heavy Vehicle Differential:** Extra-help employees 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 10,000 pounds or more will receive a differential of one step (5.74%) for the time actually spent while performing the work.

9. **Minimum Call Back:** 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 by~~ Section 9.2 of this MOU.

10. **Advanced Patient Care Differential:** 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.

11. **Adult Protective Services Differential:** Extra-help professional staff in Aging & Adult Services who are in the classifications of Deputy Public Guardian Conservator I/II/III and Social Worker I/II/III designated by the department head ~~who to~~ provide ~~child or~~ adult protective services work shall receive a five percent (5%) differential in addition to all other compensation.

~~12. **Emergency Response Differential:** Extra-help professional staff designed by the Human Services Agency department head who to provide emergency response in protective services work shall receive a five percent (5%) differential in addition to all other compensation~~

- ~~13.~~12. **Clinic Option LVN Differential:** 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.

- ~~14.~~13. **Night Shift Differential:** Effective no later than two (2) months following Board of Supervisors' adoption of a successor MOU, employees in job classifications in the Health Unit who are regularly assigned by a supervisor to work the night shift, as defined by the County, at the San Mateo County Medical Center shall be paid shift differential rate of twelve percent (12%) for all hours worked during such shift. This is in lieu of shift differential provided under Section 8 (entitled "Shift Differential") of the MOU between the parties.

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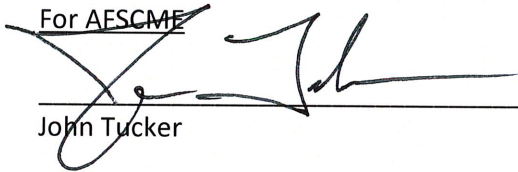
To be eligible for shift differential, such shifts must be approved by the Department Head or designee. Time worked on a flexible schedule requested by the employee and approved by the supervisor shall not be eligible for shift differential.

14. Mammography/ Fluoroscopy Certification Differential: Effective the first full pay period following Board of Supervisors' approval of the successor MOU, the County agrees to pay a ten percent (10%) differential for Radiologic Technicians I, II and III who maintain and utilize current Mammography and Fluoroscopy certifications.
15. Specialty Certification Differentials: The County agrees to a one step (5.74%) differential for the following specialty certifications. Employees shall be eligible for a maximum of one (1) specialty certification differential at one time.
 - a. Physical Therapy: Geriatrics, Neurology, Orthopedics, Women's Health, Certified Hand Therapist, Pediatrics
 - b. Occupational Therapy: Gerontology, Physical Rehabilitation, Certified Hand Therapist, Pediatrics
 - c. Speech Therapy: Swallowing and swallowing disorders
- ~~15-16.~~ Cross-Trained Dispatcher Premium Pay: Communications Dispatchers II who are qualified as ~~C~~ross-~~T~~rained ~~d~~ispatchers-Dispatchers shall receive premium pay of one-half step (2.87%) in addition to their base salary. Effective the first full pay period following Board of Supervisors approval of the 2019 MOU, Cross-Trained Communication Dispatcher premium pay shall be increased to ten percent (10%). A ~~C~~ross-~~T~~rained ~~d~~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. ~~C~~ertification will not be issued to any Dispatcher unable to demonstrate proficiency in all radio categories. Should a previously trained and certified ~~C~~ross-~~T~~rained ~~d~~Dispatcher lose certification, this premium pay shall also be lost until certification is regained.
17. Dispatcher Differential: Effective the first full pay period following Board of Supervisors' approval of the 2019 MOU between the County and the Union, Communication Dispatchers shall receive a ten (10%) differential pay.
18. Public Safety Dispatcher POST Incentive:
 - a. Effective within one hundred twenty (120) days following Board of Supervisors' approval of the 2019 MOU, Communications Dispatchers who obtain a California Commission on Peace Officer Standards and Training (POST) Public Safety Dispatchers' Intermediate Certificate shall receive incentive pay equal to two percent (2%) of base salary.
 - b. Effective within one hundred twenty (120) days following Board of Supervisors' approval of the 2019 MOU, Communications Dispatchers who obtain a POST Public Safety Dispatchers' Advanced Certificate shall receive incentive pay equal to an additional three and one-half percent (3.5%) of base salary.

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

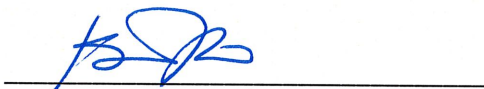
- 16.19. Communications Training Officer (CTO) Differential: Dispatchers who are assigned in writing to serve as CTO will receive an 11.48% differential only for time spent training.
20. Acting Supervisor Differential: Dispatchers assigned in writing to serve as acting supervisor for a shift will receive an eight percent (8%) differential only for the time worked as acting supervisor. Opportunity to serve as acting supervisor will be given to Regular employees prior to appointing an Extra Help Dispatcher.

SO AGREED:

For AFSCME

John Tucker

9/5/19
Date

For San Mateo County


Kelly Tuffo, Liebert Cassidy Whitmore

September 5, 2019
Date

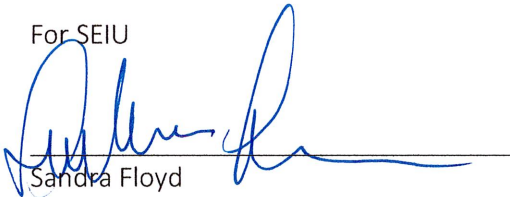
TENTATIVE AGREEMENT
BETWEEN COUNTY OF SAN MATEO AND SEIU/AFSCME EXTRA HELP UNIT
2019 SUCCESSOR MOU NEGOTIATIONS

EXHIBIT B
SEIU - Extra-Help Unit

1. Advance Payments for Extra-Help Auditor-Appraiser [Travel](#). For out of town [overnight](#) assignments for a period greater than one week, extra-help Auditor-Appraisers will be allowed up to [two thousand](#) (\$2,000.00) [dollars](#) as an advance on expenses.
2. Operational/Management Audit [Differential](#). Extra-help Senior Internal Auditors in the Controller's Office who are assigned to conduct operational/management audits shall receive a [ten percent](#) (10%) differential for all hours worked in said assignment.

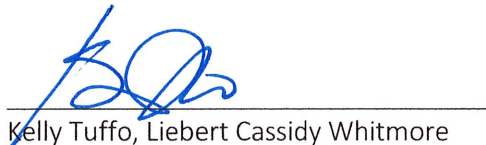
SO AGREED:

For SEIU


Sandra Floyd

Dated 4/29/19

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.

EXHIBIT C. Definitions

I. Extra-help

Usage:

- Temporary absence of a regular employee
- Short-term variation in workload
- Short-term special project/assignment/pilot program
- Temporary filling of a vacant position

Eligible Classifications:

Classifications represented by AFSCME and SEIU, other than seasonal/periodic and relief.

Compensation:

Hourly wage, at the same rate of pay as regular employees who are in the same classification

Health Benefits:

Eligible under the criteria listed in Section 17, Hospitalization and Medical Care

Hours Limitations:

Cannot work more than 1,040 hours in a fiscal year, unless an exemption is filed by the department and approved by the County Manager's Office

II. Seasonal/Periodic

Usage:

Operational need for increased staffing is on a predictable seasonal or periodic basis

Eligible Classifications:

- Seasonal – Park Aide and Pest Detection Specialist
- Periodic – Election Technician

Compensation:

Hourly wage. For all but the Park Aide classification, the wage is at the same rate of pay as regular employees who are in the same classification

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

Health Benefits:

Eligible under the criteria listed in Section 17, Hospitalization and Medical Care Hours Limitations:

Hours Limitations:

Cannot work more than 1,040 hours in a fiscal year, unless an exemption is filed by the department and approved by the County Manager's Office

III. Relief

Usage:

Where there is an ongoing need, based on health/safety requirements in certain 24/7 County operations, for an ongoing relief pool of skilled professionals who work on a per diem basis.

Eligible Classifications:

- Clinical Laboratory Scientist I/II Communications Dispatcher I/II Electrograph Technician I/II Imaging Specialist
- Laboratory Assistant I/II
- Licensed Psychiatric Technician Licensed Vocational Nurse Medical Records Coder I/II Medical Records Technician I/II Operating Room Technician Pharmacist
- Radiologic Technologist I/II/III Residential Counselor I/II
- Respiratory Therapist I/II/III Shelter Care Counselor I/II

Compensation:

The hourly wage for relief classifications is 5% above the rate for regular employees in the same classification.

Health Benefits:

Relief employees ~~workers~~ are not covered by Section 17, Hospitalization and Medical Care.

Hours Limitations:

Relief employees ~~workers~~ are not limited to working 1,040 hours per fiscal year.

IV. Limited Term

Usage:

Circumstances listed in Section 30 (Limited Term Employees) of this MOU.

Eligible Classifications:

Classifications represented by AFSCME and SEIU.

Compensation:

Eligible for the same base rate of pay as regular employees in the same classification.

Eligible for holiday, vacation and sick leave at the same rate as regular employees with the same tenure.

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

Eligible for County contributions to a 401(a) plan in accordance with Section 30 (Limited Term Employees) this MOU.

Health Benefits:


Eligible for health benefits and coverage as provided to regular employees in the same classification.

Hours Limitations:

As defined by the County, not to exceed three (3) years.

SO AGREED:

For AFSCME

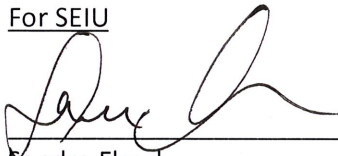


John Tucker

9/28/19

Date

For SEIU

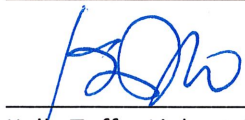


Sandra Floyd

9/25/19

Date

For San Mateo County



Kelly Tuffo, Liebert Cassidy Whitmore

9/25/19

Date

SIDE LETTER AGREEMENT
Between County of San Mateo and
AFSCME Local 859 and Service Employees International Union Local 521
Re: Anti-Bullying Policy

This Side Letter Agreement is entered into by and between the County of San Mateo ("County") and the American Federation of State, County and Municipal Employees (AFSCME) Local 859 the Service Employees International Union (SEIU) Local 521 ("Unions").

This letter is effective immediately upon approval of a 2018 successor MOU by the San Mateo County Board of Supervisors and shall expire upon the County's adoption of a County-wide Anti-Bullying Policy. By this side letter, the parties agree as follows:

The County proposes to adopt the following new County-wide policy. The County will present the proposed policy to all labor organizations and will offer the opportunity meet and confer as provided by law through a joint process involving all participating labor organizations. Until such time the County adopts a County-wide, Anti-Bullying policy, the following terms shall be in effect for employees represented by the Unions:

Anti-Bullying Policy

The County of San Mateo considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is the policy of the County that all employees should be able to work in an environment free of bullying.

It is the County's expectation that all communication and interaction between County workers will, at all times be professional, courteous and respectful.

Workplace bullying is behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, clients or members of the public.

Examples of bullying include, but are not limited to;

- Profane or disrespectful language
- Hostile and rude behavior and speech directed at a co-worker
- Derogatory remarks or comments about a co-worker's appearance or job performance, angry outbursts or yelling
- Name calling
- Throwing anything at or toward a co-worker
- Retaliation against any person who has reported disruptive behavior

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified to address and prevent future instances.

The County has processes and investigative procedures to deal with workplace bullying. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially (within limits) and impartially. All employees are encouraged to report

SIDE LETTER AGREEMENT
Between County of San Mateo and
AFSCME Local 859 and Service Employees International Union Local 521
Re: Anti-Bullying Policy


workplace bullying. Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

Employees who feel they are being bullied should report any such activity to their supervisor immediately. If the employee is not comfortable reporting the activity to their supervisor, or the supervisor is the subject of the complaint, the employee should report the conduct to their manager.

If the issue is not resolved at this level, the employee may submit a written statement to the next level manager or to the EEO or Employee Relations Divisions of Human Resources who will oversee an investigation of the allegation. The written statement should include factual information of recent event(s) including name of employee raising the complaint, dates, times, witnesses (if any) location and the circumstances of the event. Human Resources may not be able to investigate allegations that are more than twelve (12) months old, or those which do not contain the name(s) of the reporting party, or sufficient specifics to be properly investigated. Human Resources may contact the reporting party for additional information if necessary and will work with departments to investigate and resolve complaints.

Disciplinary action, up to and including dismissal from County service, may be taken against anyone who bullies a co-worker or retaliates against an employee that has reported workplace bullying.

San Mateo County:

 / Kelly Tufts
(Signature / Printed Name)

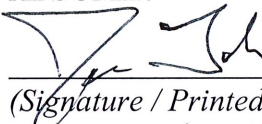
Dated: 5/15/19

SEIU Local 521:

 / Sandra Floyd
(Signature / Printed Name)

Dated: 5/15/19

AFSCME:

 / John Tucker
(Signature / Printed Name)

Dated: 5/15/19