

# Memorandum of Understanding

between

County of San Mateo

and

**BUILDING & CONSTRUCTION  
TRADES COUNCIL  
(BCTC)**



February 10, 2024- February 12, 2028

**MEMORANDUM OF UNDERSTANDING**  
**BUILDING & CONSTRUCTION TRADES COUNCIL**

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# MEMORANDUM OF UNDERSTANDING

The Building and Construction Trades Council of San Mateo County ("Union"), and representatives of the County of San Mateo ("County") have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the bargaining unit listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions of such employees. This Memorandum of Understanding ("MOU") is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510), has been jointly prepared by the parties to reflect employment conditions for the period commencing February 4, 2024 and ending February 12, 2028.

This MOU has been ratified by the employees to be covered hereby, and adopted by the Board of Supervisors and, if appropriate, by the Civil Service Commission.

## **Section 1. Recognition**

The Building and Construction Trades Council of San Mateo County, hereinafter referred to as the "Union," is the recognized employee organization for the Building and Road Construction Unit, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

## **Section 2. Union Security**

### **2.1. Dues Deduction**

The Union may have members' dues deducted from employees' pay checks under procedures prescribed by the County Controller. Dues deduction shall be made only upon certification from the Union that an employee has authorized such deduction and shall continue until: (1) such certification is revoked in writing, by the Union; or (2) the employee transfers to a unit represented by another employee organization or transfers to another unit that is unrepresented. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit.

Not more than once per week (preferably bi-weekly on non-payroll Fridays), the Union will send a list of changes to its member listing by email to the Controller's Office at [payroll@smcgov.org](mailto:payroll@smcgov.org) with the following Certification statement:

- "I, NAME, TITLE, hereby certify that BCTC possesses and will maintain an authorization (for dues deductions and/or voluntary political contribution deductions, as indicated) signed by the individuals on this list from whose salary or wages the deductions is to be made."

Certified spreadsheets that arrive by the non-payday Friday will be processed for the following week's payroll.

**2.2. 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 Council dues required by this Section, no such deduction shall be made for the current pay period.

**2.3. Maintenance of Membership**

Deductions may be revoked only pursuant to the terms of the employee's written authorization. The Union has informed the County that the authorization form provides that all employees who are members of the Union and who become members of the Union during the term of the MOU shall continue to pay dues for the duration of this and each subsequent MOU, and that, for a period of one hundred and ten (110) to ninety days (90) prior to the expiration of this and any subsequent MOU, employees who are members shall have the right to withdraw from the Union by discontinuing dues deduction. Said withdrawal shall be communicated during that period of time in writing to the Union by certified mail and must be postmarked during the one hundred and ten to ninety day period. An employee who is subsequently employed in a position outside of the unit shall not be required to continue dues deduction. The Union shall hold the County of San Mateo and its officers and employees, including but not limited to the Controller, harmless for following the instructions contained in such dues deduction authorizations. The Union shall deliver revocations of membership to the Director of Human Resources on a biweekly basis by certified mail.

**2.4.** The Union agrees that it has a duty to provide fair and nondiscriminatory representation to all employees in all classes in the unit for which this section is applicable regardless of whether they are members of the Union.

**2.5.** The Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, orders, judgments, damages related to dues deduction and union security, or other forms of liability 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 attorneys' fees and costs.

**2.6. Communications with Employees**

The Union shall be allowed, by departments in which it represents employees, to use available bulletin board space for communications involving official Union business, such as times and places of meetings, provided such use does not interfere with department needs. The Union may distribute materials to unit employees through County mail channels if approved by the Director of Human Resources. This privilege may be revoked if abused, after the Director of Human Resources consults with Union representatives. Union representatives shall give notice to the department head or his/her designated representative at least twenty-four (24) hours in advance

of contacting departmental employees during an employee's duty period, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Prearrangement for routine contact may be made by agreement between the Union and the Department Head, and, once made, shall continue until revoked.

**2.7. Use of County Buildings**

County buildings and other facilities may be made available to County employees, or the Union or its representatives, in accordance with such administrative procedures as may be established by the County Manager or department heads.

**2.8. Advance Notice**

Except in cases of emergency as provided below, the Union, if affected, shall be given reasonable, advance, written notice of any new or change to an existing ordinance, resolution, rule or regulation within the scope of representation proposed to be adopted by the County, and shall, upon request, 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.

**2.9. New Employee Orientation**

The County and the Union 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 follows:

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 week, and the Union shall have up to thirty (30) minutes at the end of each new employee benefits orientation session to provide information regarding its organization to represented employees and members. One steward may be granted release time for this purpose.

For employees who do not attend a new employee benefits orientation within the first month of their employment, the Union may schedule, at the new employee's 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 Relations under normal Release Time processes.

**2.10. Employee Roster**

The County shall supply the Union, at no cost, a monthly electronic and sortable list report of the names and classifications of all employees represented by the Union, indicating whether Union dues are being withheld from their pay checks as of the date the report was prepared, whether names were added to or deleted from the previous reports, and whether each such change in status was due to any type of leave of absence, termination or withdrawal from the Union

**2.11.** The County shall notify the Union of employees who are on an unpaid leave of absence status in excess of twenty-eight (28) days.

**Section 3. Union Stewards and Official Representatives**

**3.1. Attendance at Meetings**

County employees who are Union representatives shall be given reasonable time off with pay, including reasonable travel time, to:

- (1) Formally meet and confer or consult with management on matters within the scope of representation;
- (2) To be present at hearings where matters within the scope of representation are being considered;
- (3) To testify or appear as the designated representative of the Union in settlement conferences, hearings, or other proceedings before the Public Employment Relations Board, in matters related to unfair practice charges; or
- (4) To testify or appear as the designated representative of the Union in matters before the Civil Service Commission.

The use of official time for these purposes shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives shall submit written requests for excused absences to Employee Relations at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Director of Human Resources, the number of employees excused for such purposes shall not exceed three (3) individuals at any one time. For the purpose of labor negotiations for a successor MOU, the number of employees excused shall not exceed four (4) individuals at any one time.

All approved release time will be coded appropriately on the employee's timecard using pay code RTE.

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.

Time spent in meetings with the County on matters listed in Section 3, which occur outside of the employee's regular work schedule, is not compensable. Employees should not code release time for such time when the employee is not scheduled to work.

**3.2. Handling of Grievances**

The Union shall designate a reasonable number of Stewards and alternates to assist in resolving grievances. Supervisors may relieve Stewards from assigned work duties to investigate and process grievances initiated by other employees within the same bargaining unit. Requests for release time shall not be unreasonably denied. Stewards shall promptly report to the Union grievances which cannot be adjusted on the job. Supervisors shall not represent non-supervisors in grievances where a conflict of interest might result. Neither Stewards nor the Union shall order any changes to the steward assignment, and no change shall be made except with the department head's consent.

Whenever an employee is required to meet with a supervisor, and the employee reasonably anticipates that such meeting will involve questioning leading to disciplinary action, he/she shall be entitled to have a Steward present if he/she so requests. It is not the intention of this provision to allow the presence of a Steward during the initial discussion(s) of an employee's performance evaluation.

**Section 4. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, age, sex, sexual orientation, legitimate employee organization activities, or any other classification protected by law, against any employee or applicant for employment by the Union, the County or anyone employed by the County; and to the extent prohibited by applicable state and federal law there shall be no discrimination against any person with disabilities solely because of such disability.

**Section 5. Salaries**

**5.1. Salary Ranges**

The salary ranges for all employees in the bargaining unit are as set forth in the attached Exhibits. These Exhibits represent the standard biweekly rate of pay for full-



time employment unless the schedule specifically indicates otherwise, and represent the total compensation due employees, except overtime and benefits specifically provided by the Board of Supervisors or by this MOU. The rates do not include reimbursement for actual and necessary expenses for traveling, subsistence and general expenses authorized and incurred incident to County employment.

As reflected in the Exhibits, salaries for all covered classifications shall be adjusted as follows:

Effective the first full pay period following Board of Supervisors approval of the MOU, there shall be a three percent (3%) cost of living adjustment for all represented classifications.

Effective the pay period following Board of Supervisors' approval of the MOU, equity adjustments to individual job classifications will be applied in the amounts listed below:

- Electrician – 6.3% increase after application of the 3% cost of living adjustment (total 9.3%)
- Craft Supervisor – 4.2% increase after application of the 3% cost of living adjustment (total 7.2%) to maintain supervisory differential.

Effective the first full pay period in February 2025 (February 2, 2025), there shall be a three percent (3%) cost of living adjustment for all represented classifications.

Effective the first full pay period in February 2026 (February 1, 2026), there shall be a four percent (4%) cost of living adjustment for all represented classifications.

Effective the first full pay period in February 2027 (February 14, 2027), there shall be a four percent (4%) cost of living adjustment for all represented classifications.

The County will conduct salary surveys of all unit classifications between August 2025 and February 2026. Benchmark and related classifications which are below market median will receive a Market Equity Adjustment which is sufficient to bring the classification to market median after application of the 2026 Across-the-Board increase (4%). For example, if a classification is 3.4% below market median, the classification will not receive a market adjustment. If a classification is 8.3% below market median, it will receive a 4.3% market adjustment (4% + 4.3% = 8.3%).

Effective the first full pay period following Union ratification and Board of Supervisors' adoption of a successor MOU in 2024, each full-time employee in an active paid status will receive a lump sum payment of two thousand dollars (\$2,000) as a non-discretionary incentive to ratify the agreement. It is the intent of the parties

that the lump sum payments will not be treated as salary or wages, as the payments are not provided as compensation for hours of employment or longevity pay. The lump sum payments will not be included in overtime/regular rate of pay calculations, and there will be no roll up effect of the lump sum payments. The County will withhold taxes from lump sum payments in accordance with federal and state requirements. The lump sum amount will be prorated for part time employees.

## **5.2. Longevity Pay**

Effective the pay period following the Board of Supervisors' approval of a successor MOU in 2019, longevity pay provided in Section 24.4 of the 2015-2019 MOU shall cease; and longevity pay shall instead be paid as follows:

- (1) One percent (1%) of base salary after the equivalent of five (5) years of full time County service (10,400 hours).
- (2) An additional one and one-half percent (1.5%) of base salary (for a total of two and one half percent (2.5%)) after the equivalent of ten (10) years of full time County service (20,800 hours)
- (3) An additional one and one-half percent (1.5%) of base salary (for a total of four percent (4%)) after the equivalent of twenty (20) years of full time County service (41,600 hours)
- (4) An additional two percent (2%) of base salary (for a total of six percent (6%)) after the equivalent of twenty-five (25) years of full time County service (52,000 hours)

## **5.3. Entrance Salary**

Except as otherwise provided herein, the entrance salary for employees new to County service shall be the minimum salary for the class to which appointed. When warranted, the Human Resources Department Director may, upon the department head's recommendation, approve an entrance salary above the minimum salary. The Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.

## **5.4. Salary Step Increases**

Permanent and probationary employees in regular established positions shall be considered by the appointing authority on their salary anniversary date for advancement to the next higher step as follows. All increases shall be effective at the beginning of the next full pay period directly following their advancement to the next higher step in the salary schedule for their respective class.

#### Hours of Service Necessary for Step Increases

- 1) After completing one thousand and forty (1,040) regular hours of satisfactory service in Step A, and with the appointing authority's recommendation, employees shall be advanced to the next higher step in the salary schedule. If an employee is appointed at a step higher than the first step of the range for the class, the first merit increase shall be after completing two thousand eighty (2,080) regular hours of satisfactory service.
- 2) After completing two thousand eighty (2,080) regular hours of satisfactory service in each step above A, and with the appointing authority's recommendation, employees shall be advanced to the next higher step until the top step is reached.
- 3) If an employee completes the one thousand forty (1,040) or two thousand eighty (2,080) hours in the middle of a pay period, the employee shall be eligible for an increase as follows:
  - a. if the merit increase period is completed during the first week of a pay period the increase will be effective at the start of the current pay period.
  - b. if the merit increase period is completed during the second week of a pay period the increase will be effective at the start of the next pay period.
- 4) If a department verifies that an administrative or clerical error was made in failing to submit documents needed to advance employees 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. This section applies to fully flexibly staffed promotions in which case advancement shall be retroactive to the first pay period when approved by the appointing authority.

#### Special Merit Increases

When recommended by the appointing authority and approved by the Human Resources Department Director, employees may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final. Changes in an employee's salary because of promotion, upward reclass, postponement of salary step increase, or special merit increase will set a new salary advancement hours balance for that employee.

#### Salary Step if Rejected During Probation

Employees rejected during the promotional probationary period who revert to their former class shall return to the salary advancement hours balance held in the former class, unless otherwise determined by the Human Resources Department Director. The salary advancement hours balance shall not be affected by transfer, downward reclass or demotion.

### General Salary Range Adjustments

Salary range adjustments for a class will not set a new salary advancement hours balance for employees serving in that class.

### Prior Service Credits

- 1) A permanent employee accepting provisional employment, as defined in the Civil Service rule XI, Section 7, in a different class in the Classified Service who reverts to the former class shall retain the salary advancement hours balance in the former class on the same basis as if there had been no such provisional appointment.
- 2) When recommended by the appointing authority and approved by Human Resources Department, provisional, temporary and extra help employees shall be advanced to the next higher step upon satisfactory completion of the periods of service prescribed herein. Continuous provisional, temporary or extra help service shall be added to service in a regular established position to determine salary anniversary date, eligibility for salary increases, vacation and sick leave accrual. However, such service may not be added if it preceded a period of over twenty-eight (28) consecutive calendar days when the employee was not in a pay status, except when the employee is absent due to injury or disease covered by Workers' Compensation benefits.

#### **5.5. Salary Step When Salary Range is Revised**

If the salary range for a class is revised, incumbents in positions to which the revised schedule applies shall remain at the same step as in the previous range unless otherwise provided by the Board.

#### **5.6. Salary Step After Promotion**

If an employee is promoted to a higher classification and at the time of promotion is receiving a base salary equal to or greater than the minimum rate for the higher class, the employee shall be entitled to the next step of the higher class at least one step above the rate he/she has been receiving, except that the next step shall not exceed the maximum salary of the higher class.

#### **5.7. Salary Step After Demotion**

If employees demote, voluntarily or otherwise, their compensation shall be adjusted to the salary for the class to which demoted. The rate of pay within the range shall be determined by the Human Resources Department, whose decision shall be final; provided that the Board may set a rate of pay higher than the maximum step, and designate such rate as "Y" rate (See Section 5.8), and also provided that employees demoted through abolition of position shall be placed at the salary step in the lower class which most closely approximates (but does not exceed) their salary in the

higher class. Employees voluntarily demoting to a class previously held shall be placed at the same step last held in that class and their service time at such step shall be the same as the service time held at such step previously. Employees who voluntarily demote to a class in a higher series (e.g., clerical to Benefits Analyst I) for the purpose of improved career advancement opportunities, shall be placed at the step in the new salary range most closely approximating their salary in the prior class.

**5.8. Reclassification of Position**

Employees reclassified downward shall have the right to either: (1) transfer to a vacant position in the present class in the same or another department, subject to approval of the head of the department into which the transfer is proposed; or (2) continue in the same position in the lower class at a "Y" rate when the incumbent's pay is higher than the maximum step of the range for the lower class.

**5.9. "Y" Rate Process Upon Reclassification**

Employees reclassified downward shall continue in the present salary range with cost of living adjustments for two years, at which point their salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. These "Y" rate provisions shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

**5.10. Salary Step Defined**

For purposes of salary administration in this contract a step is defined as five and seventy-four one-hundredths percent (5.74%).

**Section 6. Days and Hours of Work**

The standard work week for full-time employees consists of forty (40) hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work (including 5-8, 9-80 and 4-10 work schedules) with regard for public convenience and State and County laws. Part-time employees shall work such hours and schedules as the Board and the appointing authority shall prescribe.

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.

## **Section 7. Overtime**

### **7.1. Authorization**

All overtime must be authorized by the department head prior to being worked. If prior authorization is not feasible due to an emergency, a confirming authorization must be made on the next regular work day. Overtime worked must be in the job class in which the person is regularly employed, unless otherwise required under the Fair Labor Standards Act.

### **7.2. Definition**

Except as otherwise provided by Charter, any authorized time worked in excess of forty (40) hours during the employee's normal work week (a fixed and regularly recurring period of seven (7) consecutive twenty-four (24) hour periods) shall be considered overtime compensable at the rate of one and one-half (1 ½) times the overtime worked, by monetary payment or compensatory time off. Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for employees covered by the Fair Labor Standards Act (FLSA).

For purposes of determining eligibility for overtime compensation, only County recognized paid holidays shall be considered time worked, except that vacation and CTO shall count as hours worked when the employee is called back to work after regular hours pursuant to Section 7.4 of this MOU. Vacation and CTO shall count as hours worked when the employee is called back to work as a result of being in an on-call status, pursuant to Section 9. All other absences with pay shall not be considered time worked.

The smallest increment of time that may be credited as overtime is six (6) minutes. Portions of six (6) minutes worked at different times shall not be added together to credit overtime. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is prescribed for employees covered by the FLSA.

### **7.3. Work Groups**

The Human Resources Department Director shall allocate all job classes to the following work groups for purposes of determining overtime compensation as set forth below. The Director's decision shall be final. All employees considered non-exempt under the Fair Labor Standards Act shall be in Work Group 1.

Work Group 1 employees may be compensated for overtime worked by monetary payment or compensatory time off ("comp time") at the employee's option. Comp

time which accrues in excess of eighty (80) hours must be liquidated by monetary payment. Monetary payment for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

Work Group 5 employees are considered exempt under the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by comp time off at the option of the employee. Comp time which accrues in excess of eighty (80) hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classes to work groups, any employee covered by the Fair Labor Standards Act shall be compensated in accordance with the Act. Should the County, through some future Federal ruling, be exempted from the Act, the County shall then revert to the base rate for the computation of overtime.

**7.4. Call Back**

Employees not in an on-call status who are required to report back to work during off-duty hours shall be compensated for a minimum of three (3) hours of overtime.

**7.5. Compensatory Time Off**

When authorizing comp time off, department heads shall consider when employees wish to utilize the comp time. Department heads' decisions shall be final. The smallest increment of comp time which may be taken off is six (6) minutes.

**7.6. Overtime Priority**

Eligible regular employees will be offered overtime assignments before those assignments are offered to Extra Help employees working overtime. This shall not preclude the Department from offering Extra Help employees additional straight time assignments on a regular workday.

**Section 8. Shift Differential**

**8.1. Definition**

(1) For this Section, shift differential is defined as a pay rate that is eight percent (8%) above the employee's base pay in the salary range for their classification. Employees are not eligible for shift differential when they are out on sick leave.

(2) Notwithstanding paragraph (1) above, the monthly shift differential pay for full-time employees shall be at least Thirty-Five Dollars (\$35) above the employee's base pay, to be prorated for part-time employees.

**8.2.** Full-Time employees who are assigned to work a full day, a portion or all of which is between 6 p.m. and 6 a.m. shall be paid at a shift differential rate for all hours worked between 6 p.m. and 6 a.m. during such a shift, up to forty (40) hours per week.

Full-Time employees who work between the hours of 5 p.m. and 8 a.m. which said time is calculated as overtime hours, shall not be paid shift differential pay for said hours.

Full-Time Employees shall not be paid shift differential pay if the hours of work have been adjusted at the request of or for the convenience of the employee (i.e. such as a four-ten (4/10), nine/eighty (9/80), or other variable time schedule). The Department Head or designee shall determine when a schedule has been adjusted for the convenience of the employee.

**8.3.** A split shift is defined as a normal daily shift which is worked over a span of more than nine and one-half (9 ½) consecutive hours. Employees required by proper authority to work a split shift shall be paid One Dollar (\$1.00) for each such split shift worked in addition to all other compensation.

## **Section 9. On-Call Duty**

When warranted and in the interest of the County, department heads may assign employees to "on call" status. Compensation for "on call" duty shall be computed as follows:

- (1) Employees shall be paid Four Dollars and Forty Cents (\$4.40) per hour for time in which they are required to be in an on call status. Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2019, employees shall be paid an hourly rate of Five Dollars and forty cents (\$5.40) for time in which they are required to be in an on-call status. Employees required to report to work during off-duty hours when in an on-call status shall not receive "on-call" pay while receiving overtime pay.
- (2) Employees in an On-Call status (except Sewer Crew) required to report back shall be compensated for a minimum of two (2) hours for the first call back of a shift. Subsequent call backs shall be paid for actual time worked. Sewer Crew employees in an On-Call status required to report back shall be compensated for a minimum of one (1) hour for the first call back of a shift. Subsequent call backs shall be paid for actual time worked.

## **Section 10. Bilingual Pay**

Effective the first full pay period following Board of Supervisors approval of this successor MOU in 2019, a salary differential of Seventy Dollars (\$70.00) biweekly



shall be paid to incumbents of positions requiring bilingual proficiency as designated by their respective Department Heads or their designee. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period.

Bilingual pay is effective the first pay period after Human Resources certifies the result of the bilingual exam. Under no circumstances is bilingual pay retroactive.

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. The Union shall be provided listings of employees receiving bilingual pay on a biweekly basis.

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

**10.1. Hiring and Selection**

The County will continue to recruit and hire employees based on a specific need for bilingual skills.

**10.2. Testing**

All employees hired for positions requiring bilingual skills will be tested for bilingual proficiency. Employee requests for bilingual testing will be referred to the Human Resources Department Director's designee whose decision shall be final.

**10.3. Continued Use of Bilingual Language Skill**

Employees hired to fill bilingual pay positions may be required to remain in bilingual positions. Nothing herein precludes any of the above specified employees from promoting to higher classes.

**10.4. Transfers**

Transfers of employees occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of this MOU. It is recognized

that utilization of a bilingual skill may be the sole reason for transfer in order to meet a specific County need.

**10.5. Review**

Management shall periodically review the number and location of bilingual pay positions. If the County decides to reduce the number of filled positions in a division or location eligible for bilingual pay, the County shall provide individual employees with one pay period of notice prior to discontinuing bilingual pay eligibility.

**10.6. Administration**

Administration of bilingual pay will be the overall responsibility of the Human Resources Department. Any disputes over interpretation or application shall be referred to the Human Resources Director, whose decision is final.

**Section 11. Mileage Reimbursement Policy**

**11.1. General**

Except as indicated below, the County does not reimburse employees for home to work or work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Human Resources Department Director, whose decision shall be final. As soon as practicable after notification is received from the IRS of a change in its allowable mileage rate, the County shall change its rate to coincide with that set by the IRS.

**11.2. Definition of Regular Work Location**

The County facility(ies) or designated area(s) within the County where an employee reports when commencing his/her regularly assigned functions.

Any County facility(ies) or designated area(s) to which an employee is assigned for a period in excess of twenty (20) consecutive work days shall ordinarily be considered a regular work location not subject to employee mileage reimbursement. Temporary assignments which extend beyond twenty (20) days may be considered for an extension not to exceed a total of twenty (20) additional work days. Approval authority for extensions rests with the Human Resources Department Director, whose decision shall be final.

An employee is entitled to mileage reimbursement under the following conditions:

- 1) After arriving at the regular work location, any subsequent, required, work-related travel in the employee's own vehicle is eligible for mileage reimbursement.

- 2) Employees using their own vehicle to travel to and from any required training program or conference are entitled to reimbursement for all miles traveled unless they are leaving directly from their residence, in which case the total shall be less the normal mileage to or from the regular work site. Employees using their own vehicle for travel to and from any optional work related training program or conference may, with department head approval, be eligible for mileage reimbursement up to the limits specified above.
- 3) Employees required to travel from their residence to a location other than their regular work location shall be entitled to mileage reimbursement for all miles traveled, less normal mileage to or from the regular work location. For example: an employee resides in Burlingame with a regular work location in San Mateo. Distance from home to work is eight (8) miles. Due to an early meeting, the employee must travel twenty-one (21) miles from home to Redwood City. Based on the above rule, the employee is entitled to thirteen (13) miles of reimbursement. This is arrived at by subtracting eight (8) miles (normal home to work mileage) from twenty-one (21) miles (home to Redwood City).
- 4) Employees required to engage in work-related travel at the end of the work day shall be entitled to mileage reimbursement for all miles traveled less normal mileage from the regular work location to their residence. For example: An employee resides in Palo Alto with a regular work location in Redwood City – thirteen (13) miles from home to work. The employee has a meeting in Hayward (thirty-one (31) miles) which ends at 5:00 p.m. with the employee going directly home (thirty-one (31) miles). Per the above rule, the employee is entitled to eighteen (18) miles reimbursement. This is arrived at by subtracting thirteen (13) miles (home to work mileage) from thirty-one (31) miles (Hayward to home).

**11.3.** Any exceptions to the above policy may be considered on a case by case basis by the Human Resources Department Director, whose decision shall be final.

## **Section 12. Tuition Reimbursement**

Employees may be reimbursed for tuition and related fees paid for taking courses of study in an off-duty status if the subject matter content is closely related to present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Department Director with the County Manager's concurrence. There must be a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above described

criteria. The employee must both begin and successfully complete the course while employed by the County.

Employees must apply on the prescribed form to their department head with all information needed to evaluate the request. The department head will recommend approval/disapproval and forward the request to the Human Resources Department Director whose decision shall be final. To be reimbursed the application must have been approved before enrolling in the course; if a course is approved and later found to be unavailable a substitute course may be approved after enrollment. Upon completion of the course the employee must submit a request for reimbursement and a copy of the grade report or a certificate of completion to the Human Resources Department who shall, if the request is approved, forward it to the Controller for payment. Reimbursement may include costs of tuition and related fees. The County will reimburse up to \$50.00 per course for books under conditions specified in the Tuition Reimbursement program. Reimbursement for books will only be made for community college, undergraduate level or graduate level courses.

### **Section 13. Layoff and Re-employment**

#### **13.1. Definition of Layoff**

Any department head may, with the Board of Supervisors approval, layoff employees because of lack of work, lack of funds, reorganization, or otherwise when in the best interest of the County.

#### **13.2. Notice of Layoff**

Department heads will give at least thirty (30) days advance written notice to employees to be laid off except in an emergency situation in which case the Human Resources Department Director may authorize a shorter period of time.

#### **13.3. Precedence by Employment Status**

No permanent employee shall be laid off while employees in extra help, temporary, provisional or probationary status are retained in the same class unless that employee has been offered the extra help, temporary or provisional appointment. The order of layoff among employees not having permanent status shall be according to the following categories:

- 1) Extra help
- 2) Temporary
- 3) Provisional

- 4) Probationary: among probationary employees in a given class, order of layoff shall be according to reverse seniority as determined by total continuous County civil service, not continuous time in that probationary period.

### Seniority

Layoffs shall be by job classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above.

The following provisions shall apply in computing total continuous service:

- 1) The following shall count as County service:
  - a. Time spent on military leave,
  - b. Leave to accept temporary employment of less than one (1) year outside the County government, and
  - c. Leave to accept a position in the unclassified service.
- 2) Periods of time during which an employee is required to be absent from their position due to an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in length of service in determining the employee's seniority rights.
- 3) Time worked in an extra help status shall not count as County service.
- 4) Time worked in permanent, probationary, provisional or temporary status shall count as County service. Part-time status shall count at the rate of one (1) year of continuous employment for each two thousand eighty (2,080) straight-time hours worked.

If two (2) or more employees have the same seniority, the examination scores for their present classes shall determine seniority.

### **13.4. Identification of Positions For Layoff**

- 1) The classifications in flexibly staffed series are treated as one classification for purposes of layoff.
- 2) When a classification has formal numbered options, each of which specifies separate hiring criteria, each option shall be treated as a separate classification for layoff purposes.

**13.5. Procedures**

- 1) A displaced employee will be transferred to any vacancy with equivalent FTE status in his/her classification in his/her home department.
- 2) If no vacancy with equivalent FTE status exists in the employee's classification in the home department an employee shall have the right to interview for any other vacancies, County-wide, in his/her classification, or other classifications for which he/she has bumping rights. Employees who choose this option shall have a list of all vacancies provided by the County. The County will arrange for interviews for vacancies in which the employee is interested.
- 3) Employees who are notified they will be laid off shall have the choice to:
  - a. Take a voluntary demotion within the same department to any class, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.
  - b. On a departmental basis, displace the employee in the same class having the least seniority in County service.
- 4) In addition to all other options, employees in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

**13.6. Names of Employees Laid Off to Be Placed on Reemployment and General Eligible Lists**

The names of employees laid off shall be placed on reemployment eligible lists as specified below. Former employees appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave credits, vacation credits, vacation accrual rate, and credit for years of service toward the calculation of seniority. However, such re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each class shall consist of current and former employees with probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority as specified in Section 13.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.

The general reemployment eligible list for each classification shall consist of the names of current and former employees having probationary or permanent status who were laid off or whose positions were reclassified downward. The rank order on such lists shall be determined by relative seniority. Such lists shall take precedence over all other eligible lists, except departmental reemployment eligible lists, in making certifications on a County-wide basis.

The provisions of this subsection 13.6 shall not apply to employees who have accepted severance pay as defined in Section 14 of this MOU entitled "Severance Pay" upon termination of employment.

**Section 14. Severance Pay**

**14.1. Application**

An employee whose position is abolished and who is unable to displace another County employee as provided in Section 13 shall receive reimbursement of fifty percent (50%) of the cash value of their unused sick leave and one week of pay for each full year (2080 hours) of regular service to the County, up to a maximum of ten (10) weeks of pay; provided that he/she shall be eligible for reimbursement only if he/she remains in County service until their services are no longer required by the department head. The County shall make every effort to secure comparable employment for displaced employees in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.

**14.2.** Severance pay as described above shall not be denied because a full time employee refuses to take a position that requires twenty-nine (29) hours or less work per week.

**14.3. Health Benefits Following Layoff**

The County agrees to pay the County premium for nine (9) months of medical coverage for an individual who is laid off. This coverage is contingent on the following conditions: a) the individual has not refused a County job offer: b) the individual is unemployed: c) the individual continues to pay their share of the premium and d) the coverage is for health only and does not cover dental or vision. Such coverage runs concurrently with COBRA and CalCOBRA.

**14.4. Education Stipend**

If an employee is laid off and not reemployed by the County through a transfer, demotion, or displacement of another employee, the County will pay up to four thousand dollars (\$4,000) for tuition or fees in payment for accredited courses or training taken within twelve (12) months of layoff, and taken for the purpose of finding new employment. The administration of this new benefit will be determined by mutual agreement between the County and the Union.

**Section 15. Holidays**

**15.1. Eligibility**

Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one day, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the percentage of full-time hours worked during the biweekly pay period which includes a holiday; e.g., if a part-time employee works fifty percent (50%) of the full-time hours in a pay period, the employee shall receive one-half (½) pay for each holiday falling within that pay period.

**15.2. Holidays**

The holidays in this County are:

- 1) January 1 (New Year's Day)
- 2) Third Monday in January (Martin Luther King Jr.'s Birthday)
- 3) Third Monday in February (Washington's Birthday)
- 4) Last Monday in May (Memorial Day)
- 5) June 19 (Juneteenth)
- 6) July 4 (Independence Day)
- 7) First Monday in September (Labor Day)
- 8) Second Monday in October (Columbus Day/Indigenous Peoples Day))
- 9) November 11 (Veterans Day)
- 10) Fourth Thursday in November (Thanksgiving Day)
- 11) Friday following Thanksgiving Day
- 12) December 25 (Christmas)
- 13) Every day appointed by the President of the United States or the California Governor to be a day of public mourning, thanksgiving or holiday. The granting of such holidays shall be at the Board of Supervisors' discretion.



Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on February 12. The floating holiday may be used starting in the first pay period that begins after February 12th.

If the legislature or the Governor appoints a date different from the one shown above for the observance of one of these holidays, then San Mateo County shall observe the holiday on the date appointed by the Legislature or the Governor.

#### Winter Recess Days

- 1) Effective in December 2024, December 2025, December 2026, and December 2027 the County shall provide three (3) paid winter recess holidays (the equivalent of twenty-four (24) hours for a full time employee) per year.
- 2) For a three (3) day period designated by the County between December 26th and December 31st of each year during the term of this 2024 MOU, the County agrees to hold a Winter Recess. During the Winter Recess, County departments and divisions employing bargaining unit employees may move to minimum staffing levels and/or close business, depending on the needs of the department and the public served. Which departments and divisions will close or go to minimum staffing and which bargaining unit members will be required to work is entirely within the discretion of the Appointing Authority or their designee. The determination for closure shall be made by the Department Head and subject to County Manager and Board of Supervisors' approval.
- 3) During the Winter Recess, regular full-time employees in established positions shall be entitled to eight (8) hours of full pay for each day of the three-day Winter Recess, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay, not to exceed eight (8) hours for any one (1) day, in proportion to the average percentage of hours worked during the two (2) pay periods without holidays immediately preceding the pay period which includes the holiday.
- 4) If any of the Winter Recess days falls on a day the employee is not regularly scheduled to work, or if an employee is required to work on a Winter Recess day, the employee shall be entitled to equivalent straight time off with pay. "Winter Recess" exchange days shall be scheduled in the same manner as vacation, unless the department's policy is to schedule vacation per a vacation sign up list, in which case these days shall be scheduled in the same manner as a Floating Holiday This equivalent time off is limited to twenty-four (24) hours, with any time earned in excess of forty-eight (48) hours forfeited. If an employee leaves County service with accrued Winter Recess hours, those hours will be cashed out with terminal pay. Employees working on a Winter Recess day shall be compensated in accordance with the provisions of this MOU.
- 5) Winter Recess hours will not be included as hours worked for the purpose of calculating overtime.

**15.3. Holiday Falling on a Sunday**

If one of the holidays listed above falls on a Sunday the holiday will be observed on Monday.

**15.4. Holiday Falling on Employee's Regular Day Off**

If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, the employee shall be entitled to equivalent straight-time off with pay. An employee may accrue equivalent straight time off up to one hundred twenty (120) hours, with any time earned in excess of one hundred twenty (120) hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.

**15.5.** Extra help are not entitled to paid holidays. If such employees work on holidays they shall be paid the same amount as for any other day.

**15.6. Hours Worked on a Holiday**

Employees working more than their regularly scheduled shift on a holiday shall be compensated for such excess time as provided in Section 7, Overtime.

**15.7. Paid Leave to Supplement Holiday Pay**

Effective the first full pay period following Board of Supervisors' approval of a successor MOU in 2019, for employees who work a 4/10 or 9/80 work schedule and who are required to use paid leave to supplement holiday pay in order to take the full holiday off with full pay, the County will count paid leave used on a holiday to supplement holiday pay as hours worked for the purpose of calculating overtime eligibility.

**Section 16. Election Days**

The County does not intend to prohibit employees from being absent from work on election days if such time off can be charged to accumulated vacation, floating holiday or comp time. Every effort will be made to grant their requests unless the absence would be likely to create serious problems in rendering proper services to the public.

## **Section 17. Vacations**

### **17.1. Vacation Allowance**

Employees, excluding extra help, or as herein otherwise provided, shall be entitled to accrue vacation with pay in accordance with the following schedule. These accruals shall be pro-rated for part-time employees.

Effective the first full pay period following Board approval of a successor MOU, vacation accrual shall be as follows:

- 1) During the first five (5) years of continuous service, vacation will be accrued at the rate of four (4.0) hours per biweekly pay period worked.
- 2) After the completion of five (5) years of continuous service, vacation will be accrued at the rate of five (5) hours per biweekly pay period worked.
- 3) After the completion of ten (10) years of continuous service, vacation will be accrued at the rate of six (6) hours per biweekly pay period worked.
- 4) After the completion of fifteen (15) years of continuous service, vacation will be accrued at the rate of seven (7) hours per biweekly pay period worked.
- 5) After the completion of twenty (20) years of continuous service, vacation will be accrued at the rate of eight (8) hours per biweekly pay period worked.
- 6) After the completion of twenty-five (25) years of continuous service, vacation will be accrued at the rate of nine (9) hours per biweekly pay period worked.
- 7) No employee will be allowed to have an accumulation of more than fifty-two (52) biweekly pay periods of vacation accrual to his/her credit at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- 8) No vacation time off will be permitted prior to the completion of thirteen (13) biweekly pay periods of service.
- 9) Vacation may be used in increments of six (6) minutes.
- 10) Extra help do not accrue vacation credits, except that extra-help service may be included with service in a regular established position in computing vacation allowance for purposes of this Section. Such extra-help service may not be included if it preceded a period of over twenty-eight (28) days during which the employee was not in a pay status.

**17.2. Vacation Schedule**

The time at which employees shall be granted vacation time off shall be at the discretion of the appointing authority. Length of service and seniority of employees shall be considered in scheduling vacations and in giving preference as to vacation time.

**17.3. Vacation Cash Out for Separated Employees**

When employees separate from County service, the cash value of their unused, accrued vacation shall be added to their final compensation.

**17.4. Vacation Pay**

Vacation pay shall be at the employee's base pay plus any applicable differential.

**Section 18. Sick Leave**

**18.1. Accrual**

All employees, except extra help, shall accrue sick leave at the rate of three and seven-tenths (3.7) hours for each biweekly pay period of full-time work. Such accrual shall be prorated for employees, except extra help, who work less than full-time during a pay period. For the purpose of this Section, absence in a pay status shall be considered work.

**18.2. Usage**

Sick leave is accrued paid leave from work that can be used for any of the following purposes:

- 1) Diagnosis, care, or treatment of an employee's illness, injury, health condition, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom as determined by a licensed physician, or, under the Kaiser plan, a licensed health care professional. Use of accrued sick leave may run concurrently with applicable statutory leaves, such as Family Medical Leave.
- 2) The employee's receipt of preventative care or required medical or dental care or consultation.
- 3) The employee's attendance, for the purpose of diagnosis, care, or treatment of an existing health condition of, or preventative care, on an immediate family member who is ill. For the purpose of this Section 18.2, immediate family member means parent, spouse, domestic partner, son, daughter, sibling, stepchildren, mother-in-law, father-in-law, grandparents or grandchildren.

- 4) The employee's preparation for or attendance at the funeral of a member of his/her immediate family. For the purpose of preparation for or attendance at a funeral, immediate family member also includes son-in-law, daughter-in-law, grandparents-in-law and siblings in-law.
- 5) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse for up to six (6) weeks immediately after the birth or arrival of the child in the home.

Qualifying employees are eligible for up to twelve (12) weeks of bonding leave under the California Family Rights Act (CFRA). Sick leave used concurrently with CFRA leave for the purpose of bonding following the birth, adoption or foster care placement of a child of the employee must be concluded within one (1) year of the birth or placement of the child. However, an employee is entitled to leave for one of these purposes (e.g. bonding with a newborn) for less than two (2) weeks duration on any two (2) occasions.

- 6) An employee who is a victim of domestic violence, sexual assault, or stalking may use up to one half (1/2) of their annual sick leave allotment to:
  - a. obtain or attempt to obtain a temporary restraining order or other court assistance to help ensure the health safety or welfare of the employee or their child; or
  - b. obtain medical attention or psychological counseling; services from a shelter; program or crisis center; or participate in safety planning or other actions to increase safety.

### **18.3. Procedures for Requesting and Approving Sick Leave**

When the requirement for sick leave is known in advance, employees shall request sick leave authorization at such time in the manner hereinafter specified. In all other instances employees shall notify their supervisor as soon as possible by telephone or other means. Before employees may be paid for the use of accrued sick leave they shall complete and submit to their manager a request, with the dates and hours of absence and such other information as necessary for the request to be evaluated. If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and Controller. The department head may require a physician's statement from employees who apply for sick leave, or make whatever investigation into the circumstances that appears warranted before acting on the request.

An employee who has exhausted his/her accrued sick leave balance may use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 18.2, unless such employee has been

documented by management for attendance problems within the last four (4) months, in which case such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments, or in accordance with the County's Family Medical Leave Policy. The use of such leave in lieu of sick leave is subject to all other provisions of Section 18.

**18.4. Accounting for Sick Leave**

Sick leave may be used in increments of six (6) minutes. Payment for sick leave used shall be at the employee's base pay plus applicable differential, if any.

**18.5. Credits**

When an employee who has been working in an extra help category is appointed to a permanent position such appointee may receive credit for such extra help period of service in computing accumulated sick leave, provided that no credit shall be given for service preceding any period of more than twenty-eight (28) consecutive calendar days in which an employee was not in a pay status.

If an employee who has unused sick leave accrued is laid off and subsequently reemployed in a permanent position, such sick leave credits shall be restored to him/her upon reemployment. The employee shall not have any portion of sick leave credits restored for which he/she received compensation at the time of or subsequent to the day of layoff.

**18.6. Incapacity to Perform Duties**

If the appointing authority is informed through a doctor's report of a medical examination, conducted in accordance with the Civil Service Commission rules that an employee is incapable of properly performing their duties, the employee may be required to absent himself/herself from work until the incapacity is remedied. During such absence the employee may utilize any accumulated sick leave, vacation, holiday and compensatory time.

**18.7. Use of Sick Leave While on Vacation**

An employee who is injured or who becomes ill while on vacation may be paid for sick leave in lieu of vacation provided that the employee:

- 1) Was hospitalized during the period for which sick leave is claimed, or
- 2) Received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or

- 3) was preparing for or attending the funeral of a member of the immediate family.

To have sick leave considered in lieu of vacation the request and substantiation must be provided within ten (10) days of the employees' return to work.

**18.8. Sick Leave During Holidays**

Paid holidays shall not be considered as part of any period of sick leave unless the employee is regularly scheduled to work on the holiday.

**18.9. Catastrophic Leave**

Leave credits may be transferred from one or more donating employees to another receiving employee under the following conditions:

- 1) The receiving employee is a permanent full or part-time employee whose participation has been approved by his/her department head;
- 2) The receiving employee or the receiving employee's spouse/domestic partner or direct family member has sustained a life threatening or debilitating illness, injury or condition. (The Department Head may require that the condition be confirmed by a doctor's report);
- 3) The receiving employee has or will have exhausted all paid time off;
- 4) The receiving employee must be prevented from returning to work for at least thirty (30) days and must have applied for a medical leave of absence.

**Transferring Time**

Vacation and holiday time may be transferred by employees in all work groups. Compensatory time may be transferred by employees in work groups 1, 4, and 5. Compensatory time may not be transferred by employees in work groups 2 and 3.

Sick leave may be transferred at the rate of one (1) hour of sick leave for every four (4) hours of other time (i.e., holiday, vacation, MOT or compensatory time).

Donated time will be converted from the type of leave given to sick leave and credited to the receiving employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving employee.

Donations must be a minimum of eight (8) hours and thereafter in whole hour increments.

The total leave credits received by the employee shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of one year.

Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of a Catastrophic Leave recipient. In that event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave would be returned to the last employee(s) to have donated).

#### Appeal Rights

Employees denied participation in the program by the department head may appeal the decision to the Human Resources Department Director and the County Manager whose decision shall be final.

The County shall address changes to the Catastrophic Leave policy through a County-wide process. The County will prepare a modified policy and present it to all labor organizations for comments at the Benefits Committee in 2019.

### **Section 19. Leaves of Absence**

#### **19.1. General**

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and the County Ordinance Code. Unless otherwise provided, or in the event of disciplinary action, involuntary transfer, lay-off, or if an employee is no longer able to perform the essential functions of the job class with or without reasonable accommodation, the granting of a leave of absence also grants the right to return to a position in the same or equivalent class, in the same department, as the employee held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the employee intends to return to work upon the leave's expiration. However, if a disability retirement application has been filed with the Retirement Board a leave may be granted pending the Board's decision. Nothing in this Section 19 shall abridge an employee's rights under the Family and Medical Leave Act.

#### Total Period of Leave

Except for Disability Leaves as provided above and in Section 19.4 below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) biweekly pay periods.

#### Approval and Appeals



Initial approval/disapproval shall be by the department head; leaves of more than two (2) pay periods must also be approved by the Human Resources Department Director. Denial of requested leave in whole or in part by the department head may be appealed to the Director, whose decision shall be final.

**19.2. Benefit Entitlement**

Employees on leaves of absence without pay in excess of two (2) biweekly pay periods shall not be entitled to payment of the County's portion of the health, dental, life, or long-term disability insurance premiums, except as provided hereinafter or in accordance with legal requirements. The entitlement to payment of the County's portion of the premiums shall end on the last day of two (2) full biweekly pay periods in which the employee was absent. Employees who are granted a leave of absence without pay due to their illness or accident shall be entitled to two (2) biweekly pay periods of the County's portion of the insurance premiums for each year of County service, or major fraction thereof, up to a maximum of twenty-six (26) biweekly pay periods payment of premiums.

Where applicable, payment of the County's portion of the insurance premiums described in this Section 19.2 shall count toward fulfillment of statutory requirements for payment of the County's contributions toward health insurance under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California Pregnancy Disability Leave (PDL).

**19.3. Seniority Rights and Salary Adjustments**

Authorized absence without pay which exceeds twenty-eight (28) consecutive calendar days for either: (1) personal leave of absence, (2) leave of absence due to illness or injury not compensated through Workers' Compensation, or (3) leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights or any seniority rights based on length of employment.

**19.4. Job Incurred Disability Leave With Pay**

1) Definition

Job incurred disability leave with pay is an employee's absence from duty with pay because of disability due to illness or injury arising out of and in the course of employment which has been declared compensable under Workers' Compensation. Only permanent or probationary employees occupying permanent positions are eligible for disability leave with pay.

2) Payment

Payment of job incurred disability leave shall be at the base pay of the employee, reduced by the amount of temporary disability indemnity received pursuant to Workers' Compensation Law.

3) Application for and Approval of Job Incurred Disability Leave with Pay

To receive pay for job incurred disability leave employees must submit a request on the prescribed form to the department head describing the illness or accident and all information required to evaluate the request. Employees must attach a physician's statement certifying to the nature, extent and probable period of illness or disability. No job incurred disability leave with pay may be granted until the County, the County's Workers' Compensation Adjuster, or the State Compensation Insurance Fund has declared the illness or injury compensable under the California Workers' Compensation Law and has accepted liability.

4) Eligible employees shall be entitled to job incurred disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of ninety (90) calendar days for every one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.

**19.5. Job Incurred Disability Leave Without Pay**

1) Definition

Job incurred disability leave without pay is an employee's absence from duty without County pay because of disability due to illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled employee has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time off accruals may also be used.

2) Application for and Approval of Job Incurred Disability Leave Without Pay

To receive job incurred disability leave without pay an eligible employee must submit a request on the prescribed form to their department head describing the illness or accident and all information required to evaluate the request with an attached physician's statement certifying to the nature, extent and probable period of illness or disability.

3) Length and Amount of Job Incurred Disability Leave Without Pay

Job incurred disability leave without pay may not exceed twenty-six (26) pay periods for any one injury, and the combined total of job incurred disability leave with and without pay for one accident or illness may not exceed thirty-two (32) pay periods, unless otherwise determined through the interactive process.

## **19.6. Leave of Absence Without Pay**

### **1) General Provisions**

#### **a. Qualifying**

Only permanent or probationary employees in permanent positions are eligible for leaves without pay under this Section.

#### **b. Application for and Approval of Leaves of Absence Without Pay**

In order to receive leave without pay, an employee must submit the prescribed form to the department head describing the reasons for the request and all other information required to evaluate the request.

#### **c. Granting of Leaves of Absence Without Pay**

Appointing authorities may grant leaves of absence without pay for a maximum of two (2) pay periods. Leaves of absence of more than two (2) pay periods must be approved by the Human Resources Department Director and shall be subject to review by the County Manager, whose ruling shall be final.

### **2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury**

Leaves of absence without pay for illness or injury which are not job incurred may be granted for a maximum of twenty-six (26) full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement. Job incurred disability leave runs concurrently with other applicable statutory leaves, including FMLA and CFRA.

### **3) Leaves of Absence Without Pay for Personal Reasons**

Leaves without pay for personal reasons, unrelated to illness or injury, including but not limited to full-time employment by the Union, may be granted for a maximum of thirteen (13) full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been

used; however, an employee may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one (1) week of accrued vacation be retained. The Human Resources Department Director's decision shall be final. Job incurred disability leave runs concurrently with other applicable statutory leaves, including FMLA and CFRA.

4) Parental Leave

An employee/parent may be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one (1) year following the child's birth, or one (1) year following the filing of application for adoption and actual arrival of child in the home. Such leave is to be for a maximum of thirteen (13) biweekly pay periods. Use of accrued vacation, sick leave, comp time or holiday credits shall not be a pre-condition for the granting of such parental leave. However, employees can choose to use accrued vacation, compensatory time or holiday credits during their parental leave.

An employee shall take bonding leave provided under the California Family Rights Act (CFRA) concurrently with Parental Leave, in accordance with County policies.

**19.7. Military Leaves of Absence**

The provisions of the Military and Veterans Code of the State of California, and the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall govern military leave of County employees.

**19.8. Absence Due to Required Attendance in Court**

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

- 1) Absence from duty will be with full pay to a maximum of eight (8) hours for each day the employee serves on a jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the employee must remit to the County Treasurer, through the employee's department head, within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- 2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County is a party, together with travel time

necessarily involved, shall not be considered absence from duty within the meaning of this Section.

- 3) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the employee's department head.
- 4) An employee required to appear in court in a matter unrelated to their County job duties or because of civil or administrative proceedings that they initiated does not receive compensation for time spent related to those proceedings. An employee may request to receive time off using vacation, compensatory, holiday or voluntary time off if accrued balances are available, or will be in an unpaid status, for time spent related to those proceedings. This provision does not apply to grievance proceedings pursuant to this MOU, San Mateo County Civil Service Commission proceedings, EAP or Peninsula Conflict Resolution Center (PCRC) medication proceedings, or administrative proceedings related to the Meyers Millias Brown Act or the MOU between the parties.
- 5) Employees on alternate work schedules may change their schedule to a 5/8 work schedule during one or more entire pay period(s) for the duration of jury service, subject to supervisory approval. Employees on 4/10 alternate work schedules may change their schedule to a 5/8 work schedule during one or more entire workweek(s) for the duration of jury service, subject to supervisory approval. Employees who do not change their work schedule to a 5/8 schedule shall use personal time for all regular work hours not in jury service.

#### **19.9. Educational Leave of Absence With Pay**

Educational leave of absence with pay may be granted to employees under the conditions specified in this Section. In order to be granted educational leave of absence with pay an employee must submit on the prescribed form a request to the department head containing all information required to evaluate the request.

##### **Educational Leave of Absence With Pay From County Funds**

The County may, after approval of an employee's application, grant a leave of absence with pay for a maximum of sixty-five (65) working days during any fifty-two (52) biweekly pay periods to attend formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least thirteen (13) biweekly pay periods of continuous service and who are not extra help or temporary. Such leaves will be granted only where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job relatedness under the above criteria.

The employee must agree in writing to continue working for the County for at least the following minimum periods of time after expiration of the leave of absence:

<u>Length of Leave of Absence</u>	<u>Period of Obligated Employment</u>
44 to 65 workdays	52 biweekly pay periods
22 to 43 workdays	26 biweekly pay periods
6 to 21 workdays	13 biweekly pay periods

**19.10. Absence Without Leave**

- 1) Refusal of Leave or Failure to Return After Leave

Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

- 2) Absence Without Leave

Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for four (4) or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation. If within thirty (30) days after the first day of absence without leave a person who has been absent makes an explanation satisfactory to the Board of Supervisors, the Board may reinstate such person.

**19.11. Bereavement Leave**

Effective the first full pay period following the Board of Supervisors' approval of a successor MOU in 2019, the County will provide up to twenty-four (24) hours paid bereavement leave upon the death of an employee's parent, step-parent, spouse, domestic partner, child (including through miscarriage or stillbirth), step-child, sibling, sibling-in-law, parent-in-law, grandparents, grandparent-in-law or grandchildren.

In addition, employees may utilize accrued sick leave pursuant to Section 18.2, subsection (4).

**Section 20. Health and Hospitalization**

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

<u>Tier</u>	<u>County</u>	<u>Employee</u>
Employee	90%	10%
Employee + 1	90%	10%
Employee + Family	90%	10%

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

Due to changes in the billing cycle with Zenith-American (BCTC health insurance plan), effective as soon as practicable, employees enrolled in the Building Trades plan will be subject to a change in the billing schedule so that they will be required to pay for health insurance coverage one month in advance.

2) Payment of Healthcare Premiums

The County will pay eighty-five percent (85%) of the total premium for the County-offered group HMO or High Deductible Health Plans (employees pay fifteen percent (15%) of the total premium).

For full time employees enrolled in the County-offered group High Deductible Health Plan, the County will annually contribute fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account.

The County will pay seventy five percent (75%) of the total premium for the County-offered group PPO Plan (employees pay twenty-five percent (25%) of the total premium).

3) Permanent Part-Time Employees

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

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, or qualify for health benefits under the Affordable Care Act (ACA) the County will pay 85% of the County-offered group High Deductible Health Plan (HDHP) or three-fourths (3/4) of the County contribution to the hospital and medical care premiums described above. Employees will pay the remaining fifteen percent (15%) or twenty-five percent (25%), as applicable, of the total premium.

For part time employees working half time or more who are enrolled in the High Deductible Health Plan, the County will annually contribute a pro-rated amount of fifty percent (50%) of the cost of the deductible amount for the plan to a Health Savings Account, based on the employee's part time status.

4) Healthcare Legislation Reopener

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

Upon the County or the Union's request, the County and Union shall reopen the issue of payment of any taxation assessed against employers in association with employer health insurance contributions, or other taxation resulting from future healthcare legislation.

**20.2. Sick Leave Conversion to Medical Insurance Premiums Upon Retirement**

Employees whose employment with the County is severed by reasons of service retirement or disability retirement shall be reimbursed by the County for the unused, accrued sick leave at time of retirement on the following basis:

1) Employees Hired Prior to July 10, 2011

For employees who retire with less than fifteen (15) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of sick leave will be four hundred forty dollars (\$440.00), with no inflation factor.

For employees who retire with at least fifteen (15) but less than twenty (20) years of service with the County of San Mateo, the conversion rate for each eight (8) hours of sick leave will be four hundred seventy two dollars and ninety-eight cents (\$472.98). This amount will be increased annually on January 1<sup>st</sup> by two percent (2%). Such contribution shall not exceed ninety percent (90%) of the Kaiser Employee-Only premium non-Medicare rate. The conversion rate for 2019 is \$522.21.

For employees who retire with twenty (20) or more years of service with the County of San Mateo, the conversion rate for each six (6) hours of sick leave will be five hundred thirty one dollars and forty-three cents (\$531.43). This amount shall be increased annually on January 1<sup>st</sup> by four percent (4%). Such contribution shall not exceed ninety percent (90%) of the Kaiser Employee-only premium non-Medicare rate. The conversion rate for 2019 is \$621.70.

2) Employees Hired On or After July 10, 2011



For employees who retire from service with the County of San Mateo the conversion rate for each eight (8) hours of accrued sick leave will be four hundred dollars (\$400), with no inflation factor and no conversion at a lower number of hours based on years of service.

- 3) Employees may increase the number of hours that can be converted up to a maximum of fourteen (14) hours of sick leave per month. The number of hours to be converted shall be set upon retirement and can be changed annually during open enrollment, or upon a change in family status that impacts the number of covered individuals (e.g., death of spouse, marriage and addition of spouse).

### **20.3. Additional Sick Leave Credit Upon Disability Retirement**

The County will provide up to a maximum of two hundred eighty-eight and six-tenths (288.6) hours of sick leave (three (3) years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee who receives a disability retirement has one hundred (100) hours of sick leave at the time of retirement, the County will add another one hundred eighty-eight and six-tenths (188.6) hours of sick leave to his/her balance.

### **20.4. Sick Leave Conversion – Survivor Benefit**

- 1) Surviving Spouse of Active Employees

The surviving spouse of an active employee who dies may, if the spouse elects a retirement allowance, convert the employee's accrued sick leave to the above specified limits providing that the employee was age fifty-five (55) or over with at least twenty (20) years of continuous service.

- 2) Surviving Spouse of Retiree

Should a retired employee die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

### **20.5. Additional Sick Leave Credit Upon Service Retirement**

Employees who retire from the County of San Mateo via service retirement will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

- 1) With at least ten (10) but less than fifteen (15) years of service with the County of San Mateo – ninety-six (96) hours

- 2) With at least fifteen (15) but less than twenty (20) years of service with the County of San Mateo – one hundred ninety-two (192) hours
- 3) With twenty (20) or more years of service with the County of San Mateo – two hundred eighty-eight (288) hours

**20.6. Out of Area Retirees**

Retirees living in areas where no County Health plan coverage is available who are eligible for conversion of sick leave credits to a County contribution toward health plan premiums, may receive such contribution in cash while continuously enrolled in an alternate health plan in the area of residence. It is understood that such enrollment shall be the sole responsibility of the retiree. This option can be selected at any time the retiree moves out of a County health plan coverage area.

This option must be selected either:

- 1) At the time of retirement, or
- 2) During the annual open enrollment period for the County's health plans, provided the retiree has been continuously enrolled in one of the County's health plans at the time of the switch to this option.

Payment to retirees requires proof of continuous enrollment in the alternate health plan, which proof shall also entitle retirees to retain the right to change back to any County-offered health plan during a subsequent open enrollment period.

An out-of-area retiree with no available sick leave credits for conversion to County payment of health plan premiums may select the option of enrollment in an alternate health plan in the area of residence, provided that no cash payment will be made to the retiree in this instance. Should such retiree elect this option during an open enrollment period, rather than at the time of retirement, she/he must have had continuous enrollment in a County-offered health plan up to the time of this election. Continuous enrollment in the alternate plan will entitle the retiree to re-enroll in a County-offered health plan during a subsequent open enrollment period.

**20.7.** Coverage for young adult dependents, domestic partners and children/young adult dependents of domestic partners is included in the County-offered health plans.

**20.8. Dependent Grandchildren**

Under the Building Trades Medical Plan, grandchildren of custodial grandparents will be eligible dependents on all, health, dental, and vision plans, whether or not formal adoption has occurred, subject to the rules of the plan. This eligibility is contingent

on the following two factors: (1) documentation of primary responsibility and (2) approval of the affected health, dental or vision plan.

**20.9. Deferred Compensation Automatic Enrollment for New Employees**

Subject to applicable federal regulations, the County agrees to provide a deferred compensation plan that allows employees to defer compensation on a pre-tax basis through payroll deduction. Effective January 1, 2016, each new employee will be automatically enrolled in the County's Deferred Compensation program, at the rate of one percent (1%) of their pre-tax wages, unless they choose to opt out or to voluntarily change deferrals to greater than or less than the default one percent (>1%) as allowed in the plan or as allowed by law. The pre-tax deduction will be invested in the target fund associated with the employees' date of birth. All deferrals are fully vested at the time of deferrals; there will be no waiting periods for vesting rights.

**Section 21. Dental Care and Vision Care**

**21.1.** The County shall contribute a sum equal to ninety percent (90%) of the premium for employees and eligible dependents, including young adult dependents and domestic partners. All employees, except employees enrolled in the Building Trades Health Plan, must participate in one of these plans.

**21.2.** The County shall provide vision care coverage for the individual employee and eligible dependents, including adult dependents, domestic partners, and the children and adult dependents of domestic partners. The County will pay the entire premium for this coverage.

**Section 22. Optional Additional Benefits**

Optional additional benefits may be available during open enrollment at an additional cost to the employee.

**Section 23. Change in Employee Benefit Plans**

**23.1. Benefits Committee**

During the term of this MOU, the County and Unions shall convene the Benefits Committee for the following purposes:

- 1) To continue ongoing discussions regarding cost structures as part of an overall strategy to maintain balanced enrollment in County plans.
- 2) To investigate the feasibility of offering additional medical and/or dental coverage and/or plan(s) and strategies to integrate wellness program participation into benefits cost structure.

- 3) To address legislative changes to health insurance legislation, including but not limited to the Affordable Care Act.
- 4) Agreements reached as part of the Benefits Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

The Benefits Committee will be composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

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

### **23.2. Health Plan Changes**

Health plan changes that are initiated by the health plan based on either legislative / regulatory changes or health plan organization policy changes are provided to employers each year. These changes are typically not significant in terms of the number of individuals who are impacted by the change. For instance, they do not often include co-pay changes for outpatient or inpatient physician or facility services, prescription drug co-pays or other major plan design co-pays. Where health plans initiate these kinds of changes to the contract, Employee Benefits will share with labor the specific changes health plans are communicating at the time of renewal, before implementing the changes. Where the changes may be eliminated by the employer purchasing, at additional cost, a rider to cover the benefit, it is the County's desire to implement such changes without riders to keep its design in conformance with the health plans' book of business design, provided however, it will first meet and confer with the Union on any such matter.

## **Section 24. Retirement Plans**

### **24.1. Employees hired before August 7, 2011**

Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees in Plans 1, 2 or 4.

The enhancement applies to all future service and all service back to the date of employment pursuant to the Board of Supervisor's authority under Government Code section 31678.2(a). Government Code section 31678.2(b) authorizes the collection, from employees, of all or part of the contributions by a member or employer or both, that would have been required if section 31676.14 had been in effect during the time period specified in the resolution adopting section 31676.14, and that the time period specified in the resolution will be all future and past general service back to the date of employment. Based upon this understanding and agreement, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations. The County paid a general wage increase of pay as set forth in Section 5.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions.

Implementation of the improvements to the retirement plans described in this section shall be made in accordance with the policies and practices of the Retirement Board and any disputes relative to implementation procedures shall be settled by the Retirement Board, whose decision shall be final.

#### Plan 3: Non-contributory Plan

Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3, the employee has the option to transfer to Plan 2 or 4 after providing the equivalent of five years of consecutive service (10,400 hours) to the County. These employees may elect to transfer by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 2 or Plan 4 since the date of employment, plus interest.

### **24.2. Employees hired between August 7, 2011 and December 31, 2012**

The retirement benefit options shall be:

#### Plan 5: 1.725% @ 58 (pre-enhancement tier) with no 3% cost share.

Current Plan 4: 2% @ 55.5 (as described in 25.3 above) is closed to new employees hired on or after the effective date of the commencement of Plan 5. However, employees may transfer into Plan 4 after providing the equivalent of ten years (20,800 hours) of service in Plan 5, and entering into an agreement with the San Mateo County Employee's Retirement Association to pay all of the employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

Plan 3: Plan 3 is closed to all employees hired on or after December 23, 2012. If an employee is already in Plan 3 with the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to the County that option is for future Plan 5 service only. After providing the equivalent of ten years of service (20,800 hours) to the County, employees may elect to transfer to Plan 4 by entering into an agreement with the San Mateo County Employees' Retirement Association (SamCERA) to pay all of the incremental employee and employer contributions that would have been required if the employee had been in Plan 4 since the date of employment, plus interest.

**24.3. Employees hired on or after January 1, 2013.**

Employees hired on or after January 1, 2013 will be placed into Plan 5 or Plan 7 (2%@62) depending upon their legacy eligibility as determined by SamCERA.

**24.4. Retirement COLA Cost**

Retirement COLA:

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

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

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

Retirement Plan 2 participants will be eligible for a maximum annual cost of living adjustment to the retirement benefit of three percent (3%) per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment.

Retirement Plan 4 participants hired on or after July 13, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of two percent (2%) per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment. The participants' retirement annuity shall be calculated based on their average salary for thirty six (36) highest consecutive months.

**Section 25. Life Insurance**

**25.1. Coverage**

The County will pay group life insurance and accidental death insurance premiums for the following coverage:

Effective the first of the month that is at least thirty (30) days following Board of Supervisors' adoption of a successor MOU in 2019, the County shall provide Thirty Thousand Dollars (\$30,000) life insurance for each employee. The County shall provide Five Hundred Dollars (\$500) of life insurance for the employee's spouse and up to a maximum of Five Hundred Dollars (\$500) of life insurance for each of the employee's children, depending on ages.

The County shall provide an additional Ten Thousand Dollars (\$10,000) of life insurance payable to the employee's beneficiary if the employee's death results from an accident either on or off the job.

**25.2. Supplemental Coverage**

Employees, depending on pre-qualification, may purchase, at the employee's expense, additional term life insurance up to a maximum of seven hundred fifty thousand dollars (\$750,000) for employee, two hundred fifty thousand dollars (\$250,000) for spouse or registered domestic partner, and ten thousand dollars (\$10,000) for each qualifying dependent.

**Section 26. Long Term Disability Insurance**

The County shall continue to provide its present long term income protection plan for all otherwise qualified permanent employees at no cost to said employees; provided that in order to be eligible for such plan employees must have been employed by the County for three (3) or more years. The maximum monthly salary cap shall be two thousand, four hundred dollars (\$2400) monthly. Benefits for psychiatric disabilities that result from stress, depression or other life events will be restricted to two (2) years; however, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of sixty-five (65). Effective with disabilities commencing on or after January 1, 1988, the one hundred and twenty (120) day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of six (6) full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

**Section 27. State Disability Insurance**

Employees covered by this MOU are eligible for State Disability Insurance benefits.

**Section 28. Promotion**

**28.1. Examinations**

- 1) Open Examinations

Any person who meets the minimum qualifications for the job classification may compete.

2) General Promotional Examinations

Permanent and probationary employees who have served at least six (6) months in such status prior to the final filing date for the examination are eligible to compete. Persons who were laid off and whose names are on a reemployment list are also eligible provided they had served at least six (6) months prior to lay off. Persons in unclassified positions who previously held positions in the classified service who did not have a break in County service between the classified and unclassified appointments may compete if they have at least six (6) months of total service prior to the final date to file an application.

3) Departmental Promotional Examinations

Permanent and probationary employees of the department in which a promotional opportunity exists who have served at least six (6) months in such status prior to the final date for filing for the examination are eligible to compete. Persons who have been laid off and whose names appear on the departmental reemployment eligible list are also eligible provided they had served at least six (6) months prior to lay off.

4) Open and Promotional Examinations

Any person who meets the minimum qualifications for the job class may compete. In addition, any person competing in this type of an examination who meets the criteria described in (2) above, shall have five (5) points added to the final passing score.

(5) Veterans preference shall not apply to promotional examinations.

**28.2. Promotional Eligible Lists**

1) General Promotional Eligible Lists

The names of applicants successful in general promotional examinations shall be placed on general promotional eligible lists for the classifications examined.

2) Departmental Promotional Eligible Lists

The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classifications examined.

3) These lists shall take precedence over General Eligible Lists.



- 4) If, at the time of termination, an employee's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open general eligible list for that classification in accordance with his/her final score.

**28.3. Probationary Period**

Permanent employees who promote to a higher class shall undergo the probationary period prescribed for that class, with the right to demote to their former class in their former department if a vacancy exists. If no vacancy exists the employee shall displace the least senior employee as determined by Rule XVI. If no less senior employee exists, the employee shall be removed from County service.

**Section 29. Career Opportunities Program**

**29.1. Purpose**

The purpose of the Career Opportunities Program is to provide current employees with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily understandable, efficient and appropriate to the County's needs. Investing in and utilizing talents of its employees will enhance the performance of the organization.

**29.2. Components**

1) Promotional Opportunities

Recruitments for classifications covered by this program will be conducted on either a promotional basis or an open and promotional basis. All recruitments for these classifications will be conducted in accordance with the Civil Service Rules, and any appeals will be processed under authority of the Civil Service Rules.

2) Transfer Opportunities

The Transfer Program permits employees to transfer from one position to another without competitive examination, within the specific classification groupings. Utilization of the Transfer Program is at the department's discretion. An employee wishing to transfer must meet the minimum qualifications for the position desired, and must possess any certificates, licenses, education and experience required for that position. Interested employees will be interviewed by the appointing authority, who may request that candidates submit paperwork for the interview. Depending on the number of interested employees, the appointing authority may conduct a screening prior to the interviews.

3) Career Development Committee

In 2015, The County established a labor-management Career Development Program (CDP) Committee to evaluate the needs of today's workplace and employees, and to restore and update the Career Opportunities Program.

The CDP Committee is composed of County and labor representatives, not to exceed two (2) representatives from each participating labor organization and four (4) County representatives.

The CDP Committee will continue meeting on a quarterly basis during the term of this agreement to address training and development activities to enable employees to improve knowledge, skills and abilities in order to achieve promotional eligibility.

- 4) The committee may agree to modify aspects of the program to include revisions to the classifications represented by this bargaining unit.

**Section 30. Change of Work Location**

Non-Disciplinary Disposition

If it becomes necessary to transfer permanently one or more employees from one geographical location to one or more work locations in different cities, employees at the original geographical location who are working in the affected classes shall be given an opportunity to express their desires for transfer. In such cases the department head shall give consideration to length of service and transportation factors along with such job related criteria as he/she deems appropriate.

Nothing shall preclude a department head from temporarily assigning employees to work at a different geographical location when prompt action is required by the needs of the County.

**Section 31. Change of Assigned Duties**

No employee shall be required regularly to perform duties of a position outside of the class to which he/she has been appointed. However, employees may be temporarily assigned duties outside their classifications. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to employees whatever duties are necessary to meet the requirements of an emergency situation.

**Section 32. Pay for Work Out of Classification**

When an employee has been assigned in writing by the department head or designated representative to perform the substantive duties of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for five (5) consecutive workdays (or four (4)

consecutive workdays for employees on a "4/10" schedule) he/she shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first (1st) 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 his/her regular classification;
- 3) The temporary assignment to work out of classification which extends beyond twenty (20) working days be approved by the Human Resources Department 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 Department Director. If the Director determines that he/she will not approve pay for work in the higher classification 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.
- 5) Should a Work Out of Classification assignment extend beyond one (1) year (or one (1) full year equivalent for part-time employees), that employee's salary shall be raised to the next step in the classification in which the employee is working out of classification, except that the increase shall not exceed the maximum salary of the higher classification.

### **Section 33. Probationary Period**

#### **33.1. Length**

Probationary employees shall undergo a probationary period of one thousand forty (1040) regular hours, unless a longer period, not to exceed two thousand eighty (2080) regular hours is prescribed by the Civil Service Commission for their classifications. If an employee is incapacitated due to medical conditions and is reassigned to work that is not part of the employee's normal duties, the probationary period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by an employee in a temporary, extra help, or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

**33.2. Regular Appointment**

An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when reemployed. Permanent employees who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.

**33.3. Reemployment in New Classification**

An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.

**33.4. Rejection During Probationary Period**

Appointing authorities may terminate probationary employees at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 36, except when the employee alleges and substantiates in writing that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination. Unless it is determined that there was discrimination, persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, employees shall be given written notice, with reasons therefor, at once. Upon request by an employee rejected during the probationary period, the Human Resources Department Director may restore the employee's name to the eligible list for that class, but the employee's name shall not be certified to the department from which rejected without that department head's approval.

**33.5. Transfer Within Existing Classification**

Permanent employees who transfer to another position in the same classification within the same department shall not be required to undergo a new probationary period in the position into which transferred.

Employees who transfer to a class in another series or in another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the employee shall sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the Human Resources Department Director, examinations to demonstrate fitness may be required before transfers between separate classes can occur. If unsuccessful in the new probationary period, the employee will be terminated from County service.

#### **Section 34. Performance Evaluations**

##### **34.1. Formal Appeal**

Notwithstanding the provisions of Section 36, appeals of permanent employees relating to below standard performance evaluations shall go directly to the Civil Service Commission who will review the facts and order such action as it determines appropriate. Appeals must be filed with the Commission within ten calendar days after the evaluation becomes final. No evaluation shall be considered final until the employee has been given ten (10) working days for review and comment.

##### **34.2. Informal Appeal**

Permanent employees may also request an informal appeal of below standard evaluations. At the request of the employee and the Union to Employee Relations, a meeting will be arranged in an effort to clarify and, if possible, resolve areas of disagreement. Such meetings will be attended by the employee, his/her Union representative, the employee's first and second level supervisors, and a representative of Employee Relations. Informal appeals may be granted at any time prior to Civil Service Commission review.

##### **34.3. Clarification of Probationary Evaluations**

Probationary employees are entitled to clarification of below standard evaluations and may request that a Union representative be present. All such requests must first be made to Employee Relations.

#### **Section 35. Dismissal, Non-Punitive Discipline, Suspension or Demotion for Cause**

The appointing authority may dismiss, issue non-punitive discipline, suspend or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. A permanent employee who does not appeal such action to the Civil Service Commission within fourteen (14) calendar days after receipt of such charges shall have the right to appeal the action in accordance with the provisions of Section 36.2 (c) and (d) unless his/her objection to the action has been resolved earlier in accordance with Section 36.2 (a) or (b).



## **Section 36. Grievances**

**36.1.** Definition A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding side letters and letters attached to this agreement, and excluding those provisions which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

### **36.2. Grievances shall be processed in the following manner:**

#### 1) Step 1. Department Head and/or the Designated Representative

Any employee who believes that he/she has a grievance may discuss his/her complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Union, the procedures hereinafter specified may be invoked, provided, however, that all complaints involving or concerning the payment of compensation shall be in writing to Employee Relations.

#### 2) Step 2. Employee Relations

Any employee or any official of the Union may notify Employee Relations in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Notification must be received within twenty-eight (28) calendar days from the date of the employee's knowledge of an alleged grievance. Any grievances involving demotion, suspension, non-punitive discipline, reduction in step or dismissal must be received within fourteen (14) calendar days after receipt of written notification of such disciplinary action. The Employee Relations Director or his/her designated representative, shall have twenty (20) workdays in which to investigate the merits of the complaint, to meet with the complainant and, if the complainant is not the Union, to meet also with the officials of the Union, and to settle the grievance. No grievance may be processed under paragraph (c) below which has not first been filed and investigated in accordance with this paragraph (b).

#### 3) Step 3. Adjustment Board

If the parties are unable to reach a mutually satisfactory accord on any grievance which arises and is presented during the term of this MOU, the Union may advance the grievance to an Adjustment Board by submitting a written request to Employee Relations within twenty-eight (28) calendar days from the date of the Step 2 denial. The Adjustment Board shall be comprised of two (2) members designated by the Union and two (2) designated by the County. Either party may

request that one (1) member of the Adjustment Board for the other party not be a County employee. Adjustment boards shall be convened within twenty-eight (28) calendar days from the date such notification is received.

4) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, the Union may invoke arbitration by sending Employee Relations a written request within twenty-eight (28) calendar days after receipt of the Adjustment Board's decision. When arbitration is timely invoked, an arbitrator shall be designated by mutual agreement between the parties. The fees and expenses of the arbitrator and the Court Reporter shall be shared equally by the parties. Each party shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

**36.3. Scope of Adjustment Board and Arbitration Decisions**

- 1) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties to the extent permitted by County Charter.
- 2) No Adjustment Board or arbitrator shall entertain, hear, decide or make recommendations on any dispute unless such dispute involves a position in a unit represented by the Union which has been certified as the recognized employee organization for such unit and unless such dispute falls within the definition of a grievance as set forth in subsection 36.1.
- 3) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable. No proposal to modify, amend or terminate this MOU, nor any matter arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither Adjustment Boards nor arbitrators shall have power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- 4) If the Employee Relations Director pursuant to subsection 36.2 (b), or the Adjustment Board pursuant to subsection 36.2 (c) resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

**36.4. Compensation Complaints Only**

Complaints involving or concerning the payment of compensation shall be initially filed in writing with Employee Relations. Only complaints which allege employees are not being compensated in accordance with the provisions of this MOU shall be



considered grievances. Any other matters of compensation are to be resolved in the meet and confer process if not detailed in the MOU which results from such meet and confer process shall be deemed withdrawn until the meet and confer process is next opened for such discussion. No adjustment shall be retroactive for more than sixty (60) calendar days from the date upon which the complaint was filed.

No change in this MOU or interpretations thereof (except interpretations resulting from Adjustment Board or arbitration proceedings hereunder) will be recognized unless agreed to by the County and the Union.

### **36.5. No Strike**

The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction or support any strike, slowdown, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

In the case of a legally declared lawful strike against a private sector employer which has been sanctioned and approved by the labor body or council having jurisdiction, an employee who is in danger of physical harm shall not be required to cross the picket line, provided the employee advises his/her supervisor prior to leaving the picketed location, and provided further that an employee may be required to cross a picket line where the performance of his/her duties is of an emergency nature and/or failure to perform such duties might cause or aggravate a danger to public health or safety.

### **36.6. County Charter and Civil Service Commission**

- 1) The provisions of this Section shall not abridge any rights employees may be entitled under the County Charter, nor shall it be administered in a manner which would abrogate any power which, under the County Charter may be within the sole province and discretion of the Civil Service Commission.
- 2) All grievances of employees in the bargaining unit shall be processed under this Section. If the County Charter requires that a differing option be available to the employee, no action under paragraph (b) of subsection 36.2 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.

- 3) No action under paragraph (b) of subsection 36.2 shall be taken if action on the complaint or grievance has been taken by the Civil Service Commission, or if the complaint or grievance is pending before the Commission.
- 4) If any award by an Adjustment Board or arbitrator requires action by the Board of Supervisors or the Civil Service Commission before it can be placed in effect, the Human Resources Department Director and County Manager will recommend to the Board or Commission, as appropriate, that it follow such award.

**Section 37. Loss of Compensation**

If an employee covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies or procedures and said loss of compensation is not subject to the grievance procedure in Section 29, the employee shall attempt to resolve the matter with the immediate supervisor. If unable to resolve the matter satisfactorily, the employee or the Union may submit the complaint in writing to Employee Relations with a copy to the County Manager. If the matter is not resolved by Employee Relations within thirty (30) working days from the date of receipt, the employee or the Union shall advise Employee Relations in writing that the matter has not been resolved and Employee Relations shall render a decision within fifteen (15) working days of receipt of this notification which decision shall be final. The County recognizes that other employee problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

**Section 38. Personnel Files**

**38.1. Employee Review**

Employees shall have the right to inspect and review any official record relating to their performance as an employee or to a grievance concerning them which is kept or maintained by the County. The contents of such records shall be made available to employees for inspection and review at reasonable intervals during the County's regular business hours. The employee's designated representative may also review the personnel file with specific written authorization from the employee.

**38.2. Employee Response**

The County shall provide employees an opportunity to respond in writing or personal interview to any information about which they disagree. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of their permanent personnel record.

**38.3. Performance Documents**

At or before placement, employees shall be given copies of all letters or memoranda concerning the employee's job performance which are to be placed in the employee's official personnel file(s).

**38.4. Request to Seal Records**

Employees may request in writing to the Department Head, with a copy to Employee Relations, that letters of reprimand which are two (2) or more years old be sealed and kept separate from the employee's personnel files. Said letters of reprimand shall be sealed and removed provided the following conditions are met:

- 1) The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction, in which case the prior letter of reprimand will remain in the employee's personnel file until the most current related letter of reprimand or record of disciplinary action is two (2) years old.
- 2) The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Department Head.

**38.5. Records Exempted**

This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense or to letters of reference, provided.

**38.6. Criminal Investigation Records**

Regarding the investigation of a possible criminal offense, if such investigation leads to neither conviction nor disciplinary action, reference to the investigation shall be removed from the employee's personnel file. If the criminal investigation results in conviction or disciplinary action any reference to the investigation which may be in the employee's personnel file will be retained and will be subject to inspection pursuant to this Section.

**Section 39. Workday Reopener**

During the term of agreement, upon request from the County, the Union agrees to meet and confer regarding issues within scope of representation related to the implementation of the Workday Human Resources information system.

**Section 40. Separability of Provisions**

In the event that any provision of this MOU is declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of this MOU shall be null and void but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

**Section 41. Past Practices and Existing Memoranda of Understanding**

**41.1. Past Practices**

Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this Memorandum of Understanding.

**41.2. Existing MOU**

This Memorandum of Understanding shall supersede all existing Memoranda of Understanding between the County and the Union.

**Made and entered into** this \_\_\_\_\_ day of May 2024.

**BUILDING AND CONSTRUCTION  
TRADES COUNCIL  
OF SAN MATEO COUNTY**

**COUNTY OF SAN MATEO**

\_\_\_\_\_  
Michael Moore, Business Representative

\_\_\_\_\_  
Mike Callagy, County Executive

\_\_\_\_\_  
Jeff Murray, Public Works

\_\_\_\_\_  
Rocio Kiryczun, Human Resources Director

\_\_\_\_\_  
David Maciel, Public Works

\_\_\_\_\_  
Michelle Kuka, Deputy Director, Human Resources

\_\_\_\_\_  
Joseph Vassallo, Public Works

\_\_\_\_\_  
Kim Ferrario, Employee & Labor Relations Manager

\_\_\_\_\_  
Dave Goodwin, Public Works

\_\_\_\_\_  
Kevin Fehr, Public Works



## Exhibit A

### Additional Compensation

#### 1. Clothing Allowance and Rain Gear

- a. The County shall pay Fifteen dollars (\$15.00) per biweekly pay period to employees in the classifications of Carpenter, Painter, Electrician, Plumber and Locksmith as compensation for purchasing and laundering his/her own work clothes.
- b. For employees in the Facilities and Construction Services Divisions, the department will provide the following clothing items in July of each year:  
  
Six (6) polo or dress shirts with County logos, or  
  
Twelve (12) t-shirts with County logos
- c. Shorts will no longer be worn unless they are under coveralls at all times.
- d. The Department will provide safety rain gear comprised of one (1) jacket with hood, one (1) pair of pants, and one (1) pair of goulashes to each employee in the unit. Any rain gear item will be replaced as necessary when item is no longer serviceable as determined by the Section Manager or the Department Safety Manager, and the old item will be returned to the County. The style and color of rain gear will be decided by the Department. Disputes regarding rain gear allocation shall be subject to appeal to the Department of Public Works Human Resources Manager, whose decision shall be final.

#### 2. Tool Allowance

- a. Effective July 1, 2019, the Department of Public Works and the Union have agreed on a tool allowance for the Equipment Services Worker I/II, the Equipment Mechanic I, II and III series, and the Equipment Mechanic Supervisor of four hundred fifty dollars (\$450). The allowance shall be in the form of a reimbursement for actual expenses and such reimbursement shall be made according to procedures developed by the Department. If the employee's service is terminated for any reason, the Department shall be entitled to a prorated refund for the remainder of the fiscal year, and the County may make the appropriate deduction from the employee's pay.

#### 3. Protective Footwear

- a. Effective in May 2019, employees in the Road Maintenance Division and the Facilities and Construction Services Divisions who are required to wear safety-toe shoes while performing County job duties shall receive an annual voucher at the Department's designated supplier for up to two hundred fifty dollars (\$250.00). Vouchers may be used to purchase Department approved safety shoes, as well as orthopedic insoles/ support inserts, strings/laces, coatings, and sales tax.

b. Footwear must comply with the requirements outlined in paragraph 2 (c) of the “Department of Public Works Maintenance Division Protective/Safety Footwear Policy”.

4. Parity With Comparable Classes Represented By AFSCME: The County will maintain parity between the following classifications represented by AFSCME and comparable job classifications represented by Building and Construction Trades Council (BCTC):

AFSCME Classification	BCTC Classification
Equipment Mechanic/Operator Parks	Equipment Mechanic II
Parks and Open Space Equipment Operator	Road Equipment Operator II
Parks Electrician and Maintenance Worker	Electrician

In the first full pay period in July of each year, the County shall compare the pay for the above-listed classifications. In the subsequent pay period in July, if the hourly rates for the comparable classifications differ, the County shall adjust the hourly rate of the lower-paid classification to the hourly rate of its comparable classification in the other bargaining unit.

5. **One-Time Payment for Boot Driers-** Effective the first full pay period following the Board of Supervisors adoption of the MOU, employees in the Road Maintenance Division and the Facilities and Construction Services Divisions who are required to wear safety-toe shoes while performing County job duties shall receive fifty dollars (\$50) for the purchase of a boot drier for the employee’s home use. Boot driers are not to be used at County facilities.



**Building and Construction Trades Council  
Salaries: Pay period following Board Approval in 2024**

<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Step A BiWeekly Rate</b>	<b>Step B BiWeekly Rate</b>	<b>Step C BiWeekly Rate</b>	<b>Step D BiWeekly Rate</b>	<b>Step E BiWeekly Rate</b>
T030	Carpenter / Mill Cabinet Worker	1	-	-	-	-	4,267.20
T029	Construction Carpenter / Mason	1	3,413.60	3,611.20	3,817.60	4,035.20	4,267.20
T013	Crafts Supervisor	5	4,418.40	4,676.00	4,941.60	5,224.80	5,524.80
T024	Electrician	1	-	-	-	-	5,008.80
T100	Equipment Mechanic I	1	3,104.80	3,283.20	3,472.00	3,672.00	3,880.00
T095	Equipment Mechanic II	1	3,572.80	3,778.40	3,992.80	4,224.00	4,464.80
T094	Equipment Mechanic III	1	3,748.00	3,962.40	4,190.40	4,429.60	4,682.40
T092	Equipment Mechanic Supervisor	1	4,128.00	4,365.60	4,616.00	4,883.20	5,162.40
T093	Equipment Mechanic Trainee	1	2,936.80	3,105.60	3,284.00	3,472.00	3,672.00
T110	Equipment Services Worker I	1	2,452.00	2,592.00	2,741.60	2,899.20	3,065.60
T112	Equipment Services Worker II	1	2,741.60	2,899.20	3,065.60	3,240.00	3,428.80
T025	Lead Painter	1	-	-	-	-	4,527.20
T027	Locksmith	1	-	-	-	-	4,267.20
T028	Locksmith Trainee	1	-	-	3,049.60	3,223.20	3,407.20
T026	Painter	1	-	-	-	-	4,267.20
T020	Plumber	1	-	-	-	-	4,608.80
T083	Road Construction Supervisor	5	4,013.60	4,242.40	4,487.20	4,746.40	5,017.60
T081	Road Equipment Operator I	1	3,540.00	3,744.00	3,958.40	4,185.60	4,426.40
T080	Road Equipment Operator II	1	3,745.60	3,960.80	4,187.20	4,428.80	4,681.60
T082	Road Equipment Supervisor	5	4,241.60	4,486.40	4,744.80	5,015.20	5,304.80
N085	Road Maintenance Supervisor	5	3,870.40	4,092.80	4,328.80	4,576.00	4,840.00
T090	Road Maintenance Worker I	1	2,682.40	2,836.00	2,999.20	3,172.80	3,354.40
T085	Road Maintenance Worker II	1	3,054.40	3,228.00	3,412.00	3,610.40	3,815.20
N065	Wastewater Collection Supervisor	5	4,305.60	4,552.00	4,813.60	5,089.60	5,380.00
N063	Wastewater Collection Worker I	1	2,985.60	3,156.80	3,337.60	3,528.80	3,730.40
N064	Wastewater Collection Worker II	1	3,397.60	3,590.40	3,794.40	4,013.60	4,242.40

**Building and Construction Trades Council  
Salaries: First full pay period in February 2025**

<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Step A BiWeekly Rate</b>	<b>Step B BiWeekly Rate</b>	<b>Step C BiWeekly Rate</b>	<b>Step D BiWeekly Rate</b>	<b>Step E BiWeekly Rate</b>
T030	Carpenter / Mill Cabinet Worker	1	-	-	-	-	4,395.20
T029	Construction Carpenter / Mason	1	3,516.00	3,719.20	3,932.00	4,156.00	4,395.20
T013	Crafts Supervisor	5	4,551.20	4,816.00	5,089.60	5,381.60	5,690.40
T024	Electrician	1	-	-	-	-	5,159.20

T100	Equipment Mechanic I	1	3,197.60	3,381.60	3,576.00	3,782.40	3,996.80
T095	Equipment Mechanic II	1	3,680.00	3,892.00	4,112.80	4,350.40	4,598.40
T094	Equipment Mechanic III	1	3,860.80	4,081.60	4,316.00	4,562.40	4,823.20
T092	Equipment Mechanic Supervisor	1	4,252.00	4,496.80	4,754.40	5,029.60	5,317.60
T093	Equipment Mechanic Trainee	1	3,024.80	3,198.40	3,382.40	3,576.00	3,782.40
T110	Equipment Services Worker I	1	2,525.60	2,669.60	2,824.00	2,986.40	3,157.60
T112	Equipment Services Worker II	1	2,824.00	2,986.40	3,157.60	3,337.60	3,532.00
T025	Lead Painter	1	-	-	-	-	4,663.20
T027	Locksmith	1	-	-	-	-	4,395.20
T028	Locksmith Trainee	1	-	-	3,140.80	3,320.00	3,509.60
T026	Painter	1	-	-	-	-	4,395.20
T020	Plumber	1	-	-	-	-	4,747.20
T083	Road Construction Supervisor	5	4,134.40	4,369.60	4,621.60	4,888.80	5,168.00
T081	Road Equipment Operator I	1	3,646.40	3,856.00	4,076.80	4,311.20	4,559.20
T080	Road Equipment Operator II	1	3,857.60	4,080.00	4,312.80	4,561.60	4,822.40
T082	Road Equipment Supervisor	5	4,368.80	4,620.80	4,887.20	5,165.60	5,464.00
N085	Road Maintenance Supervisor	5	3,986.40	4,215.20	4,458.40	4,713.60	4,985.60
T090	Road Maintenance Worker I	1	2,763.20	2,920.80	3,088.80	3,268.00	3,455.20
T085	Road Maintenance Worker II	1	3,146.40	3,324.80	3,514.40	3,718.40	3,929.60
N065	Wastewater Collection Supervisor	5	4,434.40	4,688.80	4,958.40	5,242.40	5,541.60
N063	Wastewater Collection Worker I	1	3,075.20	3,251.20	3,437.60	3,634.40	3,842.40
N064	Wastewater Collection Worker II	1	3,499.20	3,698.40	3,908.00	4,134.40	4,369.60

<b>Building and Construction Trades Council</b>							
<b>Salaries: First full pay period in February 2026</b>							
<b>(A salary survey will be conducted in 2026 which may change the salaries listed in this table.)</b>							
<b>Class Code</b>	<b>Class Title</b>	<b>Work Group</b>	<b>Step A BiWeekly Rate</b>	<b>Step B BiWeekly Rate</b>	<b>Step C BiWeekly Rate</b>	<b>Step D BiWeekly Rate</b>	<b>Step E BiWeekly Rate</b>
T030	Carpenter / Mill Cabinet Worker	1	-	-	-	-	4,571.20
T029	Construction Carpenter / Mason	1	3,656.80	3,868.00	4,089.60	4,322.40	4,571.20
T013	Crafts Supervisor	5	4,733.60	5,008.80	5,292.80	5,596.80	5,918.40
T024	Electrician	1	-	-	-	-	5,365.60
T100	Equipment Mechanic I	1	3,325.60	3,516.80	3,719.20	3,933.60	4,156.80
T095	Equipment Mechanic II	1	3,827.20	4,048.00	4,277.60	4,524.80	4,782.40
T094	Equipment Mechanic III	1	4,015.20	4,244.80	4,488.80	4,744.80	5,016.00
T092	Equipment Mechanic Supervisor	1	4,422.40	4,676.80	4,944.80	5,230.40	5,530.40
T093	Equipment Mechanic Trainee	1	3,145.60	3,326.40	3,517.60	3,719.20	3,933.60
T110	Equipment Services Worker I	1	2,626.40	2,776.00	2,936.80	3,105.60	3,284.00
T112	Equipment Services Worker II	1	2,936.80	3,105.60	3,284.00	3,471.20	3,673.60
T025	Lead Painter	1	-	-	-	-	4,849.60
T027	Locksmith	1	-	-	-	-	4,571.20
T028	Locksmith Trainee	1	-	-	3,266.40	3,452.80	3,649.60
T026	Painter	1	-	-	-	-	4,571.20

T020	Plumber	1	-	-	-	-	4,936.80
T083	Road Construction Supervisor	5	4,300.00	4,544.00	4,806.40	5,084.00	5,374.40
T081	Road Equipment Operator I	1	3,792.00	4,010.40	4,240.00	4,484.00	4,741.60
T080	Road Equipment Operator II	1	4,012.00	4,243.20	4,485.60	4,744.00	5,015.20
T082	Road Equipment Supervisor	5	4,543.20	4,805.60	5,082.40	5,372.00	5,682.40
N085	Road Maintenance Supervisor	5	4,145.60	4,384.00	4,636.80	4,902.40	5,184.80
T090	Road Maintenance Worker I	1	2,873.60	3,037.60	3,212.00	3,398.40	3,593.60
T085	Road Maintenance Worker II	1	3,272.00	3,457.60	3,655.20	3,867.20	4,086.40
N065	Wastewater Collection Supervisor	5	4,612.00	4,876.00	5,156.80	5,452.00	5,763.20
N063	Wastewater Collection Worker I	1	3,198.40	3,381.60	3,575.20	3,780.00	3,996.00
N064	Wastewater Collection Worker II	1	3,639.20	3,846.40	4,064.00	4,300.00	4,544.00

<b>Building and Construction Trades Council</b> <b>Salaries: First full pay period in February 2027</b> <b>(A salary survey will be conducted in 2026 which may change the salaries listed in this table.)</b>							
Class Code	Class Title	Work Group	Step A BiWeekly Rate	Step B BiWeekly Rate	Step C BiWeekly Rate	Step D BiWeekly Rate	Step E BiWeekly Rate
T030	Carpenter / Mill Cabinet Worker	1	-	-	-	-	4,754.40
T029	Construction Carpenter / Mason	1	3,803.20	4,022.40	4,252.80	4,495.20	4,754.40
T013	Crafts Supervisor	5	4,923.20	5,208.80	5,504.80	5,820.80	6,155.20
T024	Electrician	1	-	-	-	-	5,580.00
T100	Equipment Mechanic I	1	3,458.40	3,657.60	3,868.00	4,091.20	4,323.20
T095	Equipment Mechanic II	1	3,980.00	4,209.60	4,448.80	4,705.60	4,973.60
T094	Equipment Mechanic III	1	4,176.00	4,414.40	4,668.00	4,934.40	5,216.80
T092	Equipment Mechanic Supervisor	1	4,599.20	4,864.00	5,142.40	5,440.00	5,752.00
T093	Equipment Mechanic Trainee	1	3,271.20	3,459.20	3,658.40	3,868.00	4,091.20
T110	Equipment Services Worker I	1	2,731.20	2,887.20	3,054.40	3,229.60	3,415.20
T112	Equipment Services Worker II	1	3,054.40	3,229.60	3,415.20	3,610.40	3,820.80
T025	Lead Painter	1	-	-	-	-	5,043.20
T027	Locksmith	1	-	-	-	-	4,754.40
T028	Locksmith Trainee	1	-	-	3,396.80	3,591.20	3,795.20
T026	Painter	1	-	-	-	-	4,754.40
T020	Plumber	1	-	-	-	-	5,134.40
T083	Road Construction Supervisor	5	4,472.00	4,725.60	4,998.40	5,287.20	5,589.60
T081	Road Equipment Operator I	1	3,944.00	4,171.20	4,409.60	4,663.20	4,931.20
T080	Road Equipment Operator II	1	4,172.80	4,412.80	4,664.80	4,933.60	5,216.00
T082	Road Equipment Supervisor	5	4,724.80	4,997.60	5,285.60	5,587.20	5,909.60
N085	Road Maintenance Supervisor	5	4,311.20	4,559.20	4,822.40	5,098.40	5,392.00
T090	Road Maintenance Worker I	1	2,988.80	3,159.20	3,340.80	3,534.40	3,737.60
T085	Road Maintenance Worker II	1	3,403.20	3,596.00	3,801.60	4,021.60	4,249.60
N065	Wastewater Collection Supervisor	5	4,796.80	5,071.20	5,363.20	5,670.40	5,993.60

N063	Wastewater Collection Worker I	1	3,326.40	3,516.80	3,718.40	3,931.20	4,156.00
N064	Wastewater Collection Worker II	1	3,784.80	4,000.00	4,226.40	4,472.00	4,725.60













April 23, 2019

Mr. Michael Moore  
Operating Engineers  
Local Union No. 3  
1654 The Alameda Suite #110  
San Jose, CA 95126

Dear Mr. Moore:

This letter shall confirm certain understandings reached in negotiation for an MOU covering the period of February 10, 2019 – February 3, 2024 .

1. Commercial Licenses. The Department will pay for physical exams, fees for licenses and certifications for positions in classifications that are required to maintain commercial licenses. Permanent employees in the classifications of Road Maintenance Worker II, Road Maintenance Supervisor, Wastewater Collection Worker I/II/III, Wastewater Collection Supervisor, Equipment Mechanic I/II/III and Supervisor, and Construction Carpenter, who are assigned to positions in the Road Maintenance or Vehicle & Equipment Maintenance Sections also qualify to obtain and maintain their commercial licenses at Department expense. Employees must remain in a fully qualified status for the Department to bear these costs or provide reimbursement for license renewals.
2. Project Pay. Effective July 12, 2010, employees in the classifications of Carpenter, Painter, Electrician, and Plumber, assigned as project manager or project superintendent of capital construction projects with a working budget of a total combined value of thirty-five thousand dollars (\$35,000) shall receive premium pay at the rate of one step (five and seventy-four one-hundredths percent (5.74%)) of his/her salary in addition to all other compensation for hours carrying out such work.

At-Home Telephone Calls. Full-time employees required by their supervisor to conduct work via a remote connection (telephone or computer) during off-duty hours shall receive overtime pay for a minimum of thirty (30) minutes and any additional actual time worked rounded up to the nearest six (6) minute increment. Part time employees will receive compensation for work via a remote connection during off-duty hours in accordance with hours worked within the workweek

If an employee receives multiple calls within the same day, they shall submit a request in writing to the department head to be compensated at the appropriate pay rates for the total combined number of minutes spent on all of the telephone calls, rounded up to the nearest six (6) -minute increment.

3. Marketing Strategies Committee. By January 15, 2011, Public Works, Human Resources and the Union will establish a Labor/Management committee to develop marketing strategies to encourage increased success in jobs being awarded to the crafts unit. The union may have up to four (4) members on this committee.

If the foregoing is in accordance with your understanding, please indicate your acceptance and approval in the space provided below.

APPROVED AND ACCEPTED:

For the Building Construction Unit

For the County of San Mateo

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

DATE: April 16, 2019  
TO: Michael Moore, OE3 Business Representative  
FROM: Gary Behrens, Facilities Services Manager  
SUBJECT: Use of Sheriff Work Program Work Crews

Michael, this memo has been updated to reflect the new Maintenance Division Organization. The philosophy of the Maintenance Division is to enhance our different units by utilizing the SWPERS for the less technical and more labor intensive aspects of our projects. This will allow our technical work force to apply their highly developed skills where necessary.

Prior to being assigned SWPERS to utilize on the job site, our workers need to be deputized by the Sheriff's Office.

Currently, SWPERS are assigned to work with either Utility Workers, Craft Workers, and on rare occasions, Stationary Engineers. When assigned to assist any of the above workers the SWPERS may be asked to perform or assist with any of the below tasks including:

- Moving archive boxes, furniture, equipment
- Set up tables and chairs for special functions
- Loading and carrying building materials, tools and equipment
- Digging trenches and post holes, removing broken asphalt and concrete
- Job site preparation including spreading of drop cloths, protection of adjacent work areas or furniture
- Clean up of job site including sweeping, vacuuming, debris removal, and rope off or barricade area
- Simple wall preparation including washing of walls prior to the painters painting the walls
- Providing an extra pair of hands at the other end of the drywall, board, tape measure, banjo plank, conduit, etc.
- Cleaning and sweeping of stairwells
- Hardscape maintenance, e.g., cleaning of sidewalks, driveways, and parking lots
- Landscape maintenance, e.g., mowing, cutting weeds, dead limb removal

When the SWPERS are performing any of the above tasks they are being reasonably supervised by our staff. However, bargaining unit employees are not responsible for the custody of SWPERS nor are they responsible for more than instructing SWPERS to the tasks being assigned them. Bargaining unit members are not responsible for the quality, work efficiency or liability of any work performed by SWPERS. However, the bargaining unit employees are responsible for the overall outcome of the project or job. Certain areas have been identified by departments as off-limits to the SWPERS. These areas usually have confidential records, court documents, and juvenile records. Prior to using SWPERS for a job we check with the affected department to receive permission to use the SWPERS in their area.

Painting within the various Sheriff Detention Facilities throughout the County is accomplished by utilizing the inmates at the specific facility. Painting interior spaces of the main jail and work furlough are prime examples of this activity. While this work is being performed by the inmates, our Painter may provide the instruction and direction to insure the work is performed satisfactorily. . It is our opinion that these spaces are in a less than desirable area to be working in and coupled with our ever increasing back log of work it makes sense to let the inmates take care of their respective environments in hopes of having then take some responsibility for their actions.

Our intention is to not utilize the SWPERS for technical aspects of a project nor would we assign them work requests to complete on their own without our staff. SWPERS shall not use power tools unless specifically instructed to do so by bargaining unit workers. SWPERS are not being used to displace our county staff but rather to assist in accomplishing the repetitive, unskilled, and physically demanding work that's involved with many of our projects.

If you have any questions please give me a call at (650) 363-4102 and we can set up a meeting.

**SIDE LETTER AGREEMENT**  
**Between County of San Mateo and**  
**Operating Engineers Local 3 (Building Construction & Trades Council)**  
**Re: Anti-Bullying Policy**

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and the Operating Engineers Local 3 (Building Construction & Trades Council) (“Union”).

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 regular employees represented by the Union:

**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 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:

BCTC:

\_\_\_\_\_ / \_\_\_\_\_

(Signature / Printed Name)

\_\_\_\_\_ / \_\_\_\_\_

(Signature / Printed Name)

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**SIDE LETTER  
BETWEEN COUNTY OF SAN MATEO AND  
BUILDING & CONSTRUCTION TRADES COUNCIL  
RE: DEPARTMENT POLICES AND PROCEDURES COMMITTEE**

This side letter agreement between County of San Mateo (hereinafter referred to as the “County”) and the Building and Construction Trades Council (BCTC) (hereinafter referred to as the “Union”) (shall confirm certain understandings reached in negotiations for a 2019 Memorandum of Understanding (MOU).

Within sixty (60) days of Board of Supervisors’ adoption of a successor MOU in 2024, representatives of the County and Union shall form a committee to discuss and update Department Policies and Procedures. The Union shall be permitted to choose its participating representatives for the committee; however, time spent by employees to participate in the committee shall be subject to Department approval.

Updated policies and procedures shall be subject to final approval from Department Management.

The foregoing is in accordance with the parties’ understanding.

APPROVED AND ACCEPTED

FOR THE COUNTY

FOR THE UNION

\_\_\_\_\_

\_\_\_\_\_

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

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