

# Memorandum of Understanding

between

**County of San Mateo**

and

**Service Employees International Union**

(SEIU)

Local 521

\*\*\*

**November 1, 2009 – August 7, 2010**

**SEIU  
MEMORANDUM OF UNDERSTANDING**

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# MEMORANDUM OF UNDERSTANDING

## **PREAMBLE**

Local 521, Service Employees International Union, and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of workers in the representation units 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 and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

## **Section 1. Union Recognition**

Local 521, Service Employees International Union, hereinafter referred to as the "Union" or "SEIU 521", is the recognized employee organization for the representation units listed below, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

- (1) Accounting and Administrative Services Unit
- (2) Appraisal Unit
- (3) Office and Technical Services Unit
- (4) Engineering Unit
- (5) Library Unit

## **Section 2. Union Security**

The Union agrees that it has the duty to provide fair and non-discriminatory representation to all workers in all classes covered by this MOU regardless of whether they are members of the Union.

### 2.1 Agency Shop

All workers and new hires employed in classes covered by this MOU, except supervisors as defined in Section 2.4 below, shall as a condition of employment either:

1. Become and remain a member of the Union.
2. Pay to the Union an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
3. Do both of the following:
  - a. Present to the Union and Controller a written declaration that he/she is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

- b. Pay a sum equal to the agency fee to one of three negotiated non-religious, non-labor, charitable funds that are exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code.

## 2.2 Compliance

If any currently employed worker fails to authorize one of the above deductions within 30 calendar days of hire into a classification covered by this MOU, the County shall involuntarily deduct the agency fee from the worker's paycheck.

## 2.3 Maintenance of Membership

All workers who are members of SEIU Local 521 and tender dues through deductions from their County biweekly paycheck shall continue to pay dues for the duration of this and each subsequent MOU thereafter. For a period of one hundred and ten to ninety (110-90) days prior to the expiration of this and any subsequent MOU, members of SEIU Local 521 shall have the right to withdraw from the Union by discontinuing dues deduction and selecting one of the options specified in Section 2.1. Union members in supervisory classifications exercising their right to withdraw from the Union are exempted from the provisions of Section 2.1. Withdrawal shall be communicated by the worker during that period of time in writing to the Controller to be delivered by certified mail and must be postmarked during the one hundred and ten to ninety (110-90) day period. A worker who is subsequently employed in a position outside the units represented by SEIU Local 521 shall not be required to continue dues deduction.

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

## 2.4 Supervisory Classifications

For purposes of this section, a supervisor or supervisory worker shall be a worker who regularly supervises the work of two or more workers and whose work customarily and regularly involves spending more than 50 percent of work time on supervisory rather than journey person activity. Prior to determining that a classification meets this definition, the County will notify the Union and meet and confer over the proposed change. Supervisors as defined above shall not be subject to the provisions of this Section 2.1, (Agency Shop), but shall continue to be covered by Section 2.3, (Maintenance of Membership).

## 2.5 Forfeiture of Deduction

If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

## 2.6 Reinstatement

The provisions of 2.1 above shall not apply during periods that a worker is separated from the representation unit, but shall be reinstated upon the worker's return to the representation unit. For purpose of this Section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.7 Payroll Deduction

The County shall deduct Union membership dues and any other mutually agreed upon payroll deduction including voluntary COPE checkoff, agency fee and charity fee from workers' paychecks under procedures prescribed by the County Controller. Dues deduction and COPE deduction shall be made only upon signed authorization from the worker in writing on forms acceptable to the County and the Union and shall continue: (1) until such authorization is revoked in writing by the worker; or (2) until the transfer of the worker to a unit represented by another employee organization. Workers may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such workers are assigned and for the COPE Fund.

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

2.9 County Obligations

- A. All dues, service fees and COPE deductions shall be transmitted to Local 521 in an expeditious manner.
- B. All transmittal checks shall be accompanied by documentation which denotes the worker's name, social security number, amount of deduction (including COPE) and member or fee payer status.
- C. The County shall hand out agreed upon Union materials along with the Agency Shop forms.

2.10 Union Obligations

- A. The Union shall provide the County with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. Annually, the Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this MOU and as a condition to any percentage change in the agency fee.
- B. Local 521 will supply the County with deduction authorization forms and/or membership applications.
- C. Annually, SEIU shall provide Employee Relations copies of the financial report SEIU files with the California Employee Relations Board, the Department of Labor (Form LM-2), or the union's balance and operating statement for the prior year. Failure to file such a report within 60 days after the end of its fiscal year shall result in termination of agency fee deductions without jeopardy to any worker, until such report is filed.

2.11 Hold Harmless

The Union shall indemnify, defend, and save the County harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this union security Section, or action taken or not taken by the County under this Section. This includes, but is not limited to, the County's attorney's fees and costs.

2.12 Communications with Workers

The Union shall be allowed by departments in which it represents workers use of 17" by 14" space on available bulletin boards for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the department. The department involved and/or Employee Relations will investigate problems that the Union identifies with respect to the use of bulletin boards.

The Union may distribute materials to unit workers through County mail distribution channels if approved by Employee Relations. This privilege may be revoked in the event of abuse after Employee Relations consults with representatives of the Union.

Any representative of the Union shall give notice to Employee Relations at least 24 hours in advance when contacting workers during their duty period, provided that solicitation for membership or other internal union business shall be conducted only during the non-duty hours of all workers concerned. Pre-arrangement for routine contact may be made by agreement between the Union and the department head and when made shall continue until revoked.

2.13 Use of County Buildings

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

2.14 Advance Notice

Except in cases of emergency as provided below in this subsection the Union, if affected, shall be given reasonable advance written notice of any ordinance, resolution, rule or regulation directly relating to matters within the scope of representation proposed to be adopted by the County and shall be given the opportunity to meet with 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.

- 2.15 When a person is hired in any classification represented by the Union, the County shall notify that person that the Union is the recognized employee organization for the workers in said class and present that person with a copy of the current MOU as well as an approved packet of information which has been supplied by the Union.

The County will provide the new employee orientation list to the union each month. This listing shall include each worker's name, classification, and department number. The Union shall be allowed 20 minutes at the end of each new employee orientation session to speak to workers represented by the Union and one steward may be granted release time for this purpose.

- 2.16 The County shall supply without cost to the Union a monthly data processing run of the names and classifications of all workers in the units represented by the Union. Such lists shall indicate which workers were having Union dues withheld from their checks as of the date the roster was prepared,

the names added to or deleted from the previous list, and whether each such change in status was due to leave of absence, termination or withdrawal from the Union.

- 2.17 The County shall notify the Union of workers who are on a leave of absence status in excess of 28 days.

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

#### **3.1 Attendance at Meetings**

County workers who are official representatives or Stewards of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at hearings where matters within the scope of representation are being considered. The use of official time for this purpose shall be reasonable and shall not interfere with the performance of County services as determined by the County. Such representatives or Stewards shall submit written requests for excused absences to Employee Relations at least two working days prior to the meeting whenever possible. Except by agreement with Employee Relations, the number of workers excused for such purposes shall not exceed 3 per Union, or 2 from each of the following representation units:

Accounting and Administrative Services Unit  
Appraisal Unit  
Engineering Unit  
Library Unit  
and five from Office and Technical Services Unit,

whichever is greater, at any one time. If any worker's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final.

The Union shall be allowed up to 150 hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests shall be made to the worker's department head 14 days in advance.

Shop stewards working P.M. shifts shall be provided with 2 hours of unpaid release time each month to attend Steward Council Meetings. It is acknowledged that Hospitals and Clinics administration will attempt to provide such release time, but that each instance must be considered on a case-by-case basis.

Any denial of requested time off may be appealed to the Human Resources Director, whose decision shall be final.

#### **3.2 Handling of Grievances**

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify Employee Relations in writing of the individuals so designated. Alternates may be designated to perform Steward functions during the absence or unavailability of the Stewards. Stewards may be relieved from their assigned work duties by their supervisors to investigate and process

grievances initiated by other workers within the same work area or representation unit, including participating in Steps 1-4 of the grievance process as described in Section 38.2. Requests for release time shall not be unreasonably denied. Stewards shall promptly report to the Union any grievances which arise and cannot be adjusted on the job. Supervisory workers shall not represent non-supervisory workers in a grievance procedure where such activity might result in a conflict of interest. Neither Stewards nor the Union shall order changes, and no change shall be made except with the consent of the appropriate department heads.

#### **Section 4. No Discrimination**

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age or legitimate union activities against any worker or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

#### **Section 5. Salaries**

- 5.1 The salary ranges for all workers in the aforementioned representation units will be as set forth in the Exhibits which are attached hereto and made a part hereof.

The rates of pay set forth in the Exhibits represent for each classification the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in the Exhibits represent the total compensation due workers, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors or by this MOU.

The rates of pay set forth in the Exhibits do not include reimbursement for actual and necessary expenses for traveling, subsistence, and general expenses authorized and incurred incident to County employment.

- 5.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new worker entering County service shall be the minimum salary for the class to which he/she is appointed. When circumstances warrant, the Human Resources Director may upon recommendation of the department head approve an entrance salary which is more than 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 the worker is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.

- 5.3 Salary Step Increases

Permanent and probationary workers serving in regular established positions shall be considered by the appointing authority on their salary anniversary dates for advancement to the next higher step in the salary schedule for their respective classes as follows. A step shall be defined as 5.74%, and all references to a "step" in this agreement are understood to equate to 5.74%. All increases shall be effective at the beginning of the next full pay period.

- (1) After completion of 1040 regular hours of satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the worker shall be advanced to the next higher step in the salary schedule for the classification. If a worker is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
- (2) After the completion of 2080 regular hours of satisfactory service in each of the salary step above A, and upon recommendation of the appointing authority, the worker shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- (3) If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance a worker 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 also applies to fully flexibly staffed promotions in which case the advancement shall be made retroactive to the first pay period when approved by the appointing authority.
- (4) When recommended by the appointing authority and approved by Human Resources Director, workers may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final. Changes in an worker's salary due to promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that worker.

Workers who are rejected during the probationary period and revert to their former classification shall return to the salary anniversary date held in the former class unless otherwise determined by the Human Resources Director. The salary anniversary date for a worker shall not be affected by a transfer, downward reclassification or a demotion.

A permanent worker accepting provisional employment in a higher or different class in the County Classified Service, who reverts to the former classification, shall retain the salary anniversary date in the former class on the same basis as if there had been no such provisional appointment.

Salary range adjustments for a classification will not set a new salary anniversary date for workers serving in that classification.

Upon recommendation of the appointing authority and approval by the Human Resources Director, provisional, temporary and extra-help workers shall be advanced to the next higher step in the salary schedule upon completion of the periods of service prescribed in this Section, provided that their service has been satisfactory. Also, continuous service in provisional, temporary, or extra-help capacity shall be added to service in a regular established position for the purpose of determining a worker's salary anniversary date, eligibility for salary increases, as well as vacation and sick leave accrual.

However, such service may not be added if it preceded a period of over 28 consecutive calendar days during which the worker was not in a pay status, except by approval of the Human Resources Director or except when the worker is absent from his/her position by

reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits.

- (5) If a worker completes the 1040 or 2080 hours in the middle of a pay period, the worker shall be eligible for an increase as follows:
- if the merit increase period is completed during the first week of a pay period the increase will be effective with the start of the then current pay period.
  - if the merit increase period is completed during the second week of a pay period the increase will be effective with the start of the next pay period.

5.4 Salary Step When Salary Range is Revised

Whenever the salary range for a class is revised, each incumbent in a position to which the revised schedule applies shall remain at the same step as in the previous range, unless otherwise specifically provided by the Board of Supervisors.

5.5 Salary Step After Promotion

When a worker is promoted from a position in one class to a position in a higher class and at the time of promotion is receiving a base salary equal to, or greater than, the minimum base rate for the higher class, that worker shall be entitled to the next step in the salary schedule of the higher class which is 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.

5.6 Salary Step After Demotion

When a worker is demoted, whether such demotion is voluntary or otherwise, that worker's compensation shall be adjusted to the salary prescribed for the class to which demoted, and the specific rate of pay within the range shall be determined by the Human Resources Director, whose decision shall be final; provided, however, that the Board of Supervisors may provide for a rate of pay higher than the maximum step of the schedule for the worker's classification, and designate such rate of pay as "Y" rate (see Section 5.8), and also provided that a worker demoted as a result of abolition of position shall be placed at the salary step in the lower classification which most closely approximates (but does not exceed) his/her salary in the higher classification.

If a worker voluntarily demotes to a class previously held, the worker shall be placed at the same step in that class which the worker held last. The worker's service time at such step shall be the same as the service time held at such step previously.

In order to further the movement from lower-level to higher-level careers, a worker taking a voluntary demotion to a classification in the higher series (e.g., clerical worker to Benefits Analyst I class) shall be placed at the salary step in the new salary range which most closely approximates such worker's salary in the prior class.

5.7 Reclassification of Position

A worker in a position reclassified to a lower class shall have the right of either (1) transferring to a vacant position in his/her present class in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continuing in the same

position in the lower class at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower class.

5.8 "Y" Rate Process Upon Reclassification

When a worker is reclassified downward, he/she shall continue in his/her present salary range, with cost of living adjustments, for two years, at which point the worker's salary shall be frozen ("Y" - rated) until the salary assigned to the lower class equals or exceeds such "Y" rate. The "Y" rate provisions of this Section shall not apply to layoffs, demotions, or other personnel actions resulting in an incumbent moving from one position to another.

5.9 Thursday Night Paychecks

The County will make biweekly paychecks available to workers who are assigned to and working a shift as defined in Section 8, on the Thursday evening prior to the regular Friday pay day. It is understood that events may occur which may make delivery of Thursday paychecks impractical. The Union shall hold the County and its officers and workers including the Controller, harmless for failing to make available paychecks on Thursday evenings as provided above. Workers subject to wage garnishment shall not be eligible for Thursday night availability of paychecks.

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

The standard workweek for workers occupying full-time positions consists of 40 hours unless otherwise specified by the Board of Supervisors. The appointing authority shall fix the hours of work with due regard for the convenience of the public and the laws of the State and the County. Workers occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

6.1 Out-of-Town Weekend Work Assignments

Any worker who is assigned work that requires him or her to be out of town on one or more weekend days shall be compensated as follows:

1. \$50.00 per day for each weekend day (Saturday and/or Sunday) the worker is out of town.
2. Regular and/or overtime compensation as provided in the MOU for each hour actually worked during such assignments, subject to usual pre-approval requirements.
3. Travel time for such assignments shall be compensated at actual time traveled portal to portal, at one and one-half time, when travel occurs outside of the worker's regular work schedule.

6.2 Transportation Systems Management

The County agrees that the availability of alternative/flexible work schedules is a valuable benefit to workers in that they promote job satisfaction while also reducing traffic congestion and air pollution.

The parties agree to work together to achieve the many benefits of Transportation Systems Management. To that end, the parties agree that, at the request of either party, the parties shall

meet and confer regarding the establishment of alternative work schedules (4/10, 9/80, flex time, job sharing, etc.), voluntary time off, expansion of the telecommuting prototype, and other related issues.

The County may, on a department by department, division by division, or unit by unit basis, offer alternative work week options. Such options may include, but are not limited to, 4/10 workweek, 9/80 scheduling, flexible schedules and job sharing. Should a department or division agree to enter into an alternative workweek agreement, the department, except in cases of emergency as provided below, also agrees to meet with the Union as soon as any problems with the alternative schedules are identified. Except in cases of emergency, alternative schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternative work schedules, the department head's decision is final.

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 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 representative(s).

### 6.3 Voluntary Time Off

Full-time, permanent workers may request a reduction in their work hours by 1%, 2%, 5%, 10% or 20% through the Voluntary Time Off (VTO) Program as described in the County's Voluntary Time Off Policy as summarized herein. Workers may apply for the VTO Program at any time during the year. Application forms shall be made available through payroll clerks and the Benefits Office. Approved applications for enrollment received after April 1st of each year will be effective the first pay period in July of that year. Approved applications received prior to April 1st will be effective the pay period following receipt of approved applications in Human Resources Department.

Participating workers shall be considered to be in a full-time pay status and the voluntary reduction in work hours will have no effect on the following benefits:

- Health Insurance Coverage
- Basic Life Insurance
- Pay for Work-Out-Of-Class
- Probationary Period
- Supplemental Life Insurance
- Dental Insurance Coverage
- Short Term Disability
- Step Increases
- Seniority

There will be no effect on accrual of vacation, sick leave and holidays; however, all regular or normal time taken off during the program for vacation, sick leave, holiday, or compensatory time will be compensated at the reduced hourly rate.

The following benefit areas may be impacted by VTO under the following circumstances:

Overtime: Overtime compensation will not begin until after forty (40) hours have been worked during any one work week, and voluntary time off shall not be considered as time worked when determining eligibility for overtime compensation.

Long Term Disability: Because the Long Term Disability Plan is based on the worker's salary, the reduced work hours and/or the corresponding reduced salary may lower the premiums and the benefits derived.

Retirement: VTO does not impact years of service, but may impact calculation of compensation. Workers should contact the Retirement Office for detailed information.

All applications are subject to approval by the applicant's department head. Applications which are disapproved by the department head, or which are approved for a lesser amount of time than requested will be reviewed by the County Manager and the Human Resources Director whose decision is final.

## **Section 7. Overtime**

### 7.1 Authorization

All compensable overtime must be authorized by the department head or his/her designated representative in advance of being worked. If prior authorization is not feasible because of emergency conditions, a confirming authorization must be made on the next regular working day following the date on which the overtime was worked. Overtime worked must be in the job classification in which the person is regularly employed or in a classification for which the worker is authorized higher pay for work in a higher classification.

### 7.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of the 40 hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1 1/2) times the overtime worked, whether compensated by monetary payment or by the granting of 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 a worker covered by the Fair Labor Standards Act. For purposes of determining eligibility for overtime compensation, any absence with pay shall be considered as time worked. Effective January 1, 2007, for purposes of determining eligibility for overtime compensation, paid sick leave shall no longer be considered as time worked. The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the worker's base pay only unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act.

### 7.3 Work Groups

The Human Resources Director shall allocate all job classifications to the following described work groups for purposes of determining categories of workers to be compensated by monetary payment or by compensatory time off. The decision of the Director shall be final; provided, however, that prior to changing the work group of an existing classification covered by this MOU the Director shall notify the Union of the contemplated change and if requested, discuss with the Union the reasons for the work group change.

- (1) Work Group 1: All workers covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Workers in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the worker. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.
- (2) Work Group 2: Workers in Work Group 2 may be compensated for overtime worked only by being allowed compensatory time off. No more than two hundred forty 240 hours of such compensatory time off may be accumulated at any one time. When an employee in Work Group 2 is separated from County service, his/her remaining compensatory time shall be added to his/her final compensation.

Note: Work Groups 3 and 4 pertain to workers not covered by this MOU.

- (3) Work Group 5: Workers in Work Group 5 are exempted from the Fair Labor Standards Act and may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the worker. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classes to work groups, any worker 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 Fair Labor Standards Act, the County shall then revert to the base rate for the computation of overtime.

#### 7.4 Call Back Minimum

Workers required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours of overtime.

#### 7.5 Compensatory Time Off

Utilization of compensatory time off shall be by mutual agreement between the department head and the worker.

Note: The following paragraph applies only to certain workers hired before May 1, 1968.

Compensatory time accrued prior to May 1, 1968, shall not be subject to the accrual limitations contained in subsection 7.3. Such compensatory time accrued by workers while their job classes were allocated to Work Group 2 (formerly Work Group 5), and which is in excess of 240 hours, shall be maintained in a separate account to be used only for absence caused by illness or accident after sick leave credits have been utilized. Such compensatory time accrued by workers while their job classes were allocated to Work Group 1, and not utilized prior to their termination, shall, upon termination, be paid at the rate of pay in effect at such time that the compensatory time was earned.

The smallest increment of compensatory time which may be taken off is 6 minutes.

## 7.6 Scheduled Workday

Workers covered by this MOU will not have a scheduled workday reduced in whole or in part to compensate for time they are ordered to work in excess of another regularly scheduled workday.

## **Section 8. Shift Differential**

- 8.1 (1) Shift differential pay, for the purpose of this Section, is defined as pay at a rate that is one step above the worker's base pay in the salary range for his/her classification. Effective November 19, 2006, shift differential pay is defined as pay at a rate that is 8% above the worker's base pay.
- (2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time workers shall be at least \$20.00 above the worker's base pay, to be prorated for part-time workers.
- 8.2 Workers assigned to work a shift of 8 hours or more that starts between 2:00 p.m. and 3:00 a.m. shall be paid shift differential rates for all hours worked during such shift.
- 8.3 A split shift is defined as a normal daily shift that is worked over a span of more than 9 consecutive hours. Workers required by proper authority to work a split shift shall be paid \$3.00 per each split shift worked in addition to all other compensation.

## **Section 9. Application of Differentials**

If a worker has been receiving a shift differential or some other differential or pay for work-out-of-class as provided in this MOU or in the Salary Ordinance for 30 or more calendar days immediately preceding a paid holiday, or the commencement of a vacation or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the applicable differential shall be included in such worker's holiday pay, vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of a worker on a rotating shift shall include the shift differential such worker would have received had he/she been working during such period.

## **Section 10. On-Call Duty**

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

Workers shall be paid an hourly rate of \$4.40 for time in which they are required to be in an on-call status, unless otherwise provided below.

Workers receiving call-back pay shall not be entitled to on-call pay simultaneously.

## **Section 11. Bilingual Pay**

A salary differential of \$50.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Human Resources Director. Said differential shall be prorated for workers working less than full-time or who are in an unpaid

leave of absence status for a portion of any given biweekly pay period. Bilingual pay for workers in the classes of Revenue Collector, Patient Services Assistant, Lead Patient Services Assistant, Patient Services Specialist, Medical Office Assistant, and Child Support Officer with a caseload at least 50% of which is comprised of non-English speaking clients shall be \$65.00 biweekly.

Designation of positions for which bilingual proficiency is required is the sole prerogative of the County and the decision of the Human Resources Director is final. The Union shall be provided listings of workers receiving bilingual pay twice a year. Bilingual lists shall include only those workers who are either receiving bilingual pay or those who are not receiving bilingual pay and who have voluntarily agreed to be on a bilingual list.

The County and the Union agree to meet and confer, at the request of either party, to make appropriate changes to the above lists based upon the factors discussed in this section and/or to discuss other related issues such as workers required to use bilingual skills while performing job duties outside of their assigned classifications. At the request of the Union, the County will meet with the Union to discuss the need for additional bilingual positions.

11.1 Hiring and Selection

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

11.2 Testing

All workers hired to fill positions requiring bilingual skills will be tested for bilingual proficiency. Present workers may be certified by the appointing authority as possessing sufficient bilingual skills to be appointed to a bilingual pay position; provided, however, nothing herein precludes the County from requiring that said workers be tested. Requests by workers to be tested for bilingual skill proficiency will be referred to the Human Resources Director or his/her designee whose decision shall be final.

11.3 Continued Use of Bilingual Language Skill

Workers hired to fill positions requiring bilingual skills may be required to remain in bilingual pay positions. Workers who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said workers and there are sufficient positions within the classification that said worker can fill. Nothing herein precludes any of the above-specified workers from promoting to higher classifications.

11.4 Transfers

Transfers of workers occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the 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.

11.5 Review

The number and location of bilingual pay positions shall be periodically reviewed by management. If the number of filled positions in a specific division or geographical location are to be reduced, workers will be given reasonable notice prior to loss of the bilingual pay differential.

#### 11.6 Administration

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

### **Section 12. Mileage Reimbursement Policy**

Except where indicated below, the County does not reimburse workers for home to work and work to home travel. Any disputes concerning the interpretation or application of the mileage reimbursement policy shall be referred to the Human Resources Director whose decision shall be final. After notification is received from the IRS indicating a change in its allowable mileage rate, the County will change its rate to coincide with the rate set by the IRS, as soon as possible.

Definition of Regular Work Location: The County facility(ies) or designated area(s) within the County where an worker reports when commencing his/her regularly assigned functions.

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

A worker is entitled to mileage reimbursement under the following conditions:

1. Once a worker arrives at his/her regular work location, any subsequent work related travel in the worker's own vehicle shall be eligible for mileage reimbursement.
2.
  - a) If a worker uses his/her own vehicle for travel to and from any required training program or conference, the worker shall be entitled to mileage reimbursement for all miles traveled unless the worker is leaving directly from his/her residence, in which case the total shall be less the normal mileage to or from the worker's regular work location.
  - b) If a worker uses his/her own vehicle for travel to and from any optional work related training program or conference the worker may, with department head approval, be eligible for mileage reimbursement up to the limits specified in paragraph "a" above.
3. A worker who is required to travel from his/her residence to a location other than his/her regular work location shall be entitled to mileage reimbursement for all miles traveled less the normal mileage to or from his/her regular work location.

Example: A worker lives in Burlingame and regularly works in San Mateo - distance home to work is 8 miles. Due to an early meeting the worker must travel from home to Redwood City (21 miles). The worker is entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (home to Redwood City).

4. A worker who is required to engage in any work related travel at the conclusion of which the worker's work day will be completed shall be entitled to mileage reimbursement for all miles traveled less the normal mileage from the regular work location to his/her residence.

Example: A worker lives in Palo Alto and regularly works in Redwood City - distance home to work is 13 miles. The worker has a meeting at Hayward (31 miles) which ends at 5:00 p.m. and therefore, the worker will go directly home (31 miles). The worker is entitled to 18 miles of reimbursement. This figure is arrived at by subtracting 13 miles (normal mileage from home to work) from 31 miles (distance from Hayward to home).

Exceptions to the above policy may be considered on a case by case basis by the Human Resources Director, whose decision shall be final.

### **Section 13. Tuition Reimbursement**

The County may reimburse workers for tuition and related fees paid for courses of study taken in off-duty status if the subject matter is closely related to the worker's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Human Resources Director with the County Manager's concurrence. There must be a reasonable expectation that the worker'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 worker must both begin and successfully complete the course while employed by the County.

The worker must apply on the prescribed form to their department head giving all information needed for an evaluation of the request. The department head shall recommend approval or disapproval and forward the request to the Human Resources Director whose decision shall be final. In order to be reimbursed the worker's 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 worker must submit to Human Resources a request for reimbursement accompanied by a copy of the school grade report or a certificate of completion. Human Resources shall, if it approves the request, forward it to the Controller for payment. Reimbursement may include the costs of tuition and related fees. Effective July 1, 2007, the County will reimburse up to \$25.00 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 14. Resignation and Reinstatement**

A probationary or permanent worker who has resigned in good standing or accepted a voluntary demotion may, within 2 years following the effective date of the resignation or voluntary demotion, request that the Human Resources Director place his/her name on the reinstatement eligible list for any classification for which he/she is qualified. Additionally, workers who occupy positions which the Department Head has determined are at risk of being eliminated may be placed on appropriate reinstatement lists prior to the anticipated date of layoff. This list may

be considered by department heads in addition to either the promotional eligible or general lists but cannot take precedence over the department reemployment or general reemployment eligible lists.

## **Section 15. Layoff and Reemployment**

### 15.1 Definition of Layoff

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

### 15.2 Notice of Layoff

The department head will give at least fourteen (14) days advance written notice to workers to be laid off except in an emergency situation in which case the Human Resources Director may authorize a shorter period of time.

### 15.3 Precedence by Employment Status

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

- (1) Extra-Help or Seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary - among probationary workers in a classification, order of layoff shall be by reverse order of seniority as determined by total continuous County civil service, not continuous time in that probationary period. Workers in flexibly-staffed positions serving a second probationary period (at a higher level classification in the series) shall not be considered probationary for layoff purposes.

### Seniority

Layoffs shall be by job class, by department according to reverse order of seniority as determined by total continuous County civil service, except as specified above. For workers within the Court, all Court service time counts in determining seniority within the Court only. If a worker transfers or otherwise moves from the Court to a County position, or if a worker transfers or otherwise moves from a County position to the Court, only the worker's time in the Classified service counts in determining seniority for purposes of layoff.

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leave to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which a worker is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that worker's seniority rights.

- (3) Time worked in an extra-help status shall not count as County service.
- (4) Time worked in a permanent, probationary, provisional, or temporary status shall count as County service. Part-time status shall count at the rate of one year of continuous employment for each 2080 straight-time hours worked.

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

#### 15.4 Identification of Positions for Layoff

- (1) The classifications in a 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.

#### 15.5 Procedures

- (1) A displaced worker 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 worker's classification in the home department, a worker shall have the following options:
  - (a) He/she may take the longest standing vacancy, County-wide, in his/her classification in another department, or
  - (b) He/she 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. Workers who choose this option shall have a list of all such vacancies provided by the County. The County will arrange for interviews for vacancies in which the worker is interested.
- (3) Workers who are notified they will be laid off shall have any of the following three choices:
  - (a) Taking a voluntary demotion within the same department to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority.
  - (b) On a County-wide basis, displacing the worker in the same classification having the least seniority in County service. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.

The two-thirds (2/3) rule in this subpart (b) and subpart (c) below only applies to the computation for movement between departments. Total seniority is retained by the worker in his/her new assignment.

- (c) On a County-wide basis, taking a voluntary demotion to any classification, at the worker's discretion, in which the worker had prior probationary or permanent status provided such a position is held by a worker with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.
- (4) Displaced workers may request the Human Resources Director to place their name on the promotional eligible list or open eligible list for any classification for which, in the Director's opinion, the worker is qualified. The worker's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 15.3.
- (5) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, a worker may, with the approval of the Human Resources Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.
- (6) At the sole discretion of the Human Resources Director, a worker may be allowed to transfer and displace a less senior worker in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the worker presently occupies.
- (7) A transfer, for layoff purposes, is defined as a change from one position to another in the same class or in another class, the salary range of which is not more than 10% higher.
- (8) Part-time workers shall not displace full-time workers, unless the part-time worker has held full-time status in the class.
- (9) In addition to all other options, workers in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

#### 15.6 Names of Workers Laid Off to be Placed on Reemployment and General Eligible Lists

The names of workers laid off shall be placed on reemployment eligible lists as hereinafter specified. Former workers appointed from a reemployment eligible list shall be restored all rights accrued prior to being laid off, such as sick leave, vacation credits, and credit for years of service. However, such reemployed workers 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 the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in Section 15.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the worker worked.

The general reemployment eligible list for each class shall consist of the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. 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 15.6 shall not apply to workers who have accepted severance pay upon termination of employment.

15.7 Abolition of Position

The provisions of this Section 15 shall apply when an occupied position is abolished.

**Section 16. Severance Pay**

16.1 If a worker's position is abolished and he/she is unable to displace another County worker as provided in Section 15, he/she shall receive reimbursement of 50% of the cash value of his/her unused sick leave; provided, however that such worker shall be eligible for reimbursement only if he/she remains in the service of the County until his/her services are no longer required by the department head. The County shall make every effort to secure comparable employment for the displaced worker in other agencies. If such employment is secured, the worker will not be entitled to the aforementioned reimbursement.

16.2 Severance pay as described in Section 16.1 shall not be denied because a worker refuses to take a position requiring 29 hours or less work per week.

16.3 The County will pay the County premium for 3 months of medical coverage only for workers who are laid off. This coverage is contingent on the following conditions;

1. The worker has not refused a County job offer.
2. The worker is unemployed.
3. The worker continues to pay their share of the premium.

**Section 17. Holidays**

17.1 Regular full-time workers in established positions shall be entitled to take all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time workers shall be entitled to holiday pay, not to exceed 8 hours for any one day, in proportion to the average percentage of hours worked during the two pay periods without holidays immediately preceding the pay period which includes the holiday.

17.2 The holidays for the County are:

- |     |                          |                                     |
|-----|--------------------------|-------------------------------------|
| (1) | January 1                | (New Year's Day)                    |
| (2) | Third Monday in January  | (Martin Luther King, Jr's Birthday) |
| (3) | February 12*             | (Lincoln's Birthday)*               |
| (4) | Third Monday in February | (Washington's Birthday)             |

- (5) Last Monday in May (Memorial Day)
- (6) July 4 (Independence Day)
- (7) First Monday in September (Labor Day)
- (8) Second Monday in October (Columbus 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 Governor of the State of California to be a day of public mourning, thanksgiving, or holiday. The granting of such holidays shall be discretionary with the Board of Supervisors.

\* Effective February, 2001, the Lincoln’s Birthday holiday shall be eliminated and replaced with a floating holiday (8 hours of holiday time) which will accrue on February 12. This provision shall not apply to workers of the Office of the District Attorney who shall continue to observe Lincoln’s Birthday as a holiday.

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.

Court Holidays

Workers of the Office of the District Attorney will observe all Saturday holidays on the Friday preceding said holiday instead of being credited with a floating holiday.

- 17.3 If one of the holidays listed above falls on Sunday and the worker is not regularly scheduled to work that day, the worker's first regularly scheduled workday following the holiday shall be considered a holiday.
- 17.4 If any of the holidays listed above falls on a day other than Sunday and the worker is not regularly scheduled to work that day, or if a worker is required to work on a holiday, he/she shall be entitled to equivalent straight time off with pay. This equivalent time off is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If a worker leaves County service with accrued holiday hours, those hours will be cashed out. Workers working on a holiday shall be compensated for such time worked at the rate of one and one-half (1 1/2) times the straight-time rate. This compensation may, at the worker's option, be in the form of overtime pay or compensatory time off, but not a combination of the two.
- 17.5 In accordance with the leave approval provisions of Section 19.2, workers may use floating holiday time earned for Saturday holidays on the Friday immediately preceding the holiday. This is not intended to mean that management approval is not required for use of this time, but is intended to allow workers to use the floating holiday on the day before it is actually earned.

**Section 18. Election Days**

The County does not intend to prohibit workers from being absent from work on election days if workers can charge such time off to a floating holiday, accumulated vacation, or compensatory

time. Every effort will be made to grant their requests unless the absences would be likely to create serious problems in rendering proper services to the public.

## **Section 19. Vacations**

### **19.1 Vacation Allowance**

Workers, excluding extra-help or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule. Part-time workers except extra-help shall be entitled to vacation accruals on a pro-rated basis.

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of 5 years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After completion of 25 years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No worker will be allowed to have an accumulation of more than 52 biweekly pay periods vacation accrual to his/her credit at any one time. However, workers 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 will be permitted prior to completion of 13 biweekly pay periods of service.
- (9) Vacation may be used in increments of 6 minutes.
- (10) Extra-Help do not accrue vacation credits, except that prior extra-help service shall be included with service in a regular established position in computing vacation allowance for the purpose of this Section. Such service as extra-help may not be included if it preceded a period of over 28 consecutive calendar days during which the worker was not in a pay status, except if approved by the Human Resources Director.

### **19.2 Vacation Schedule**

The time at which workers shall be granted vacation shall be at the discretion of the appointing authority. Length of service and seniority shall be given consideration in scheduling vacations and in giving preference as to vacation time. The Employee Relations Division agrees to investigate

and, if appropriate, to ensure that a worker be allowed to take vacation time off when the worker is at the maximum vacation accrual amount. The decision of the Employee Relations Manager shall be final. The County agrees to provide maximum vacation accrual limits on workers paychecks.

19.3 Vacation Allowance for Separated Workers

When a worker is separated from County service his/her remaining vacation allowance shall be added to his/her final compensation.

**Section 20. Sick Leave**

20.1 Accrual

All workers, except extra-help, shall accrue sick leave at the rate of 3.7 hours for each biweekly pay period of full-time work. Such accrual shall be prorated for any worker, 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.

20.2 Usage

Workers are entitled to be paid for sick leave used, to a maximum of the time accrued, under the following conditions:

- (1) The worker's illness, injury, 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 health care professional.
- (2) The worker's receipt of required medical or dental care or consultation.
- (3) The worker's attendance on a member of the immediate family who is ill.
- (4) The worker's preparation for or attendance at the funeral of a member of the immediate family.

For the purpose of this Section immediate family means parent, spouse, domestic partner, son, daughter, sibling, step children, mother-in-law, father-in-law, grandparents or grandchildren. For the purpose of paragraph (4) above only, immediate family also includes son-in-law, daughter-in-law, grandparents-in-law and siblings-in-law. Use of sick leave for this expanded definition is limited to a maximum of three days if travel is required.

20.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the worker in advance of his/her absence, the worker shall request authorization for sick leave at such time, in the manner hereinafter specified. In all other instances the worker shall notify his/her supervisor as promptly as possible by telephone or other means.

Before a worker may be paid for the use of accrued sick leave he/she shall complete and submit to his/her department head a signed statement, on a prescribed form, stating the dates and hours of absence, the reason, and such other information as is necessary for the request to be evaluated. If a worker does not return to work prior to the payroll preparation, other arrangements may be

made with the department head and Controller's approval. The sick leave form shall be treated confidentially and be kept in a confidential file.

The department head may require a physician's statement from a worker who applies for sick leave or make whatever investigation into the circumstances that appears warranted before taking action on the request. Workers who are absent from work because of illness or injury shall not be disciplined because they are unable to provide a physician's certificate when said document has not been requested prior to the worker's return to work.

A worker 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 20.2, unless such worker has been documented by management for attendance problems within the last 4 months, in which case such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 20.

If a worker has had an excessive number of unplanned absences, he/she may be placed on a leave restriction plan. Workers shall not normally be placed on leave restriction unless they have first received an oral warning that their attendance is of concern. If a worker is placed on leave restriction, the supervisor will meet with the worker (with union representation if the worker so chooses), and will be provided with a written statement articulating the reason for it, as well as the length of time his/her attendance is to be monitored. Material relating to the unplanned absences will be made available to the worker. The decision to place a worker on a leave restriction plan is not grievable.

#### 20.4 Accounting for Sick Leave

Sick leave may be used in increments of 6 minutes.

#### 20.5 Credits

When a worker who has been working in an extra-help category is appointed to a permanent position he/she 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 28 consecutive calendar days in which a worker was not in a pay status.

If a worker with unused sick leave accrued is laid off and later reemployed in a permanent position, such sick leave credits shall be restored upon reemployment. Workers shall not have any portion of sick leave credits restored for which they received compensation at the time of or subsequent to the day of layoff.

#### 20.6 Incapacity to Perform Duties

If the appointing authority has been informed through a doctor's report of a medical examination, that a worker is not capable of properly performing his/her duties, he/she may require the worker to absent himself/herself from work until the incapacity is remedied. During such absence the worker may utilize any accumulated sick leave, vacation, holiday and compensatory time.

#### 20.7 Use of Sick Leave While on Vacation

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

- (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 an immediate family member.

No request to be paid for sick leave in lieu of vacation will be considered unless such request is made within 10 working days of the worker's return and the above substantiation is provided within a reasonable time.

#### 20.8 Sick Leave During Holidays

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

#### 20.9 Catastrophic Leave Program

##### (a) Purpose

The Catastrophic Leave Policy is designed to assist workers who have exhausted paid time credits due to serious or catastrophic illness, injury or condition of the worker or his/her family. This policy allows other workers to make voluntary grants of time to that worker so that s/he can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

##### (b) Program Eligibility

Leave credits may voluntarily be transferred from one or more donating workers to another receiving worker under the following conditions:

1. The receiving worker is a permanent full or part-time worker whose participation has been approved by his/her department head;
2. The receiving worker and/or the worker's 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 worker has exhausted all paid time off;
4. The receiving worker must be prevented from returning to work for at least 30 days and must have applied for a medical leave of absence.

##### (c) Transferring Time

1. Vacation and holiday time may be transferred by workers in all work groups. Compensatory time may be transferred by workers in work groups 1, 4, and 5.
2. Sick leave may be transferred at the rate of 1 hour of sick leave for every 4 hours of other time (i.e., holiday, vacation, or comp time).

3. Donated time will be converted from the type of leave given to sick leave and credited to the receiving worker's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving worker.
4. Donations must be a minimum of 8 hours and, thereafter, in whole hour increments.
5. The total leave credits received by the worker 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 six months.
6. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating worker and approved by the receiving worker's department head. Once posted, these donations are irrevocable except as described in paragraph 7 below.
7. In the event of the untimely death of a Catastrophic Leave recipient, any excess leave will be returned to the donating workers on a last in/first out basis (i.e., excess leave would be returned to the last worker(s) to have donated).

(d) Appeal Rights

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

20.10 Sick Leave for Child Birth and Adoption

Workers may use up to 30 working days of accrued sick leave following the birth of a child to their spouse or when adopting a child.

## **Section 21. Leaves of Absence**

21.1 General

Workers shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this MOU. Unless otherwise provided, the granting of a leave of absence also grants to the worker the right to return to a position in the same class, or equivalent class in the same department as he/she held at the time the leave was granted. The granting of any leave of absence shall be based on the presumption that the worker intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Retirement Board a leave may be granted pending decision by that Board. Nothing in this Section 21 shall abridge a worker's rights under the Family and Medical Leave Act (FMLA). Information regarding FMLA is contained in the Letters section of this MOU.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 21.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of 26 pay periods.

Approval and Appeals: Initial action to approve or disapprove any leave of absence shall be by the worker's department head; however, leaves of absence of more than 2 biweekly pay periods

must also be approved by the Human Resources Director. Denial of requested leave in whole or in part at the department level may be appealed by the worker to the Director, whose decision shall be final.

21.2 Benefit Entitlement

Workers on leaves of absence without pay for more than two biweekly pay periods shall not be entitled to payment of the County's portion of health, dental, life, or long-term disability insurance premiums, except as provided hereinafter. The entitlement to payment of the County's portion of the premiums shall end on the last day of two full biweekly pay periods in which the worker was absent. A worker who is granted a leave of absence without pay due to the worker's illness or accident shall be entitled to two 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 biweekly pay periods payment of premiums.

21.3 Seniority Rights and Salary Adjustments

Authorized absence without pay which exceeds twenty-eight consecutive calendar days for either: (1) leave of absence for personal reasons, (2) leave of absence for illness or injury not compensated through Workers' Compensation benefits, 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. Any authorized absence without pay (regardless of length) which begins on or after October 24, 1994, shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment.

21.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

- (a) Definition: Job incurred disability leave with pay is a worker's absence from duty with pay because of disability caused by 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 workers occupying permanent positions are eligible for job incurred disability leave with pay.
- (b) Payment: Payment of job incurred disability leave shall be at the base pay of the worker, and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers Compensation Law.
- (c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave a worker must submit a request on the prescribed form to his/her department head describing the illness or accident and all information required for the department head to evaluate the request. The worker 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 after the County, the County 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.

- (d) Length of Job Incurred Disability Leave With Pay: Eligible workers shall be entitled to disability leave for the period of incapacity as determined by a physician, not to exceed a maximum of 90 calendar days for any one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.
- (2) Job Incurred Disability Leave Without Pay
- (a) Definition: Job incurred disability leave without pay is a worker's absence from duty without County pay because of disability caused by 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 workers occupying permanent positions are eligible for job incurred disability leave without pay. Such leave is taken after the disabled worker has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the worker's option, vacation and compensatory time-off accruals may also be used.
  - (b) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive job incurred disability leave without pay an eligible worker must submit a request on the prescribed form to his/her department head describing the illness or accident and all information required for the department head to evaluate the request. The worker must attach a statement from a physician certifying as to the nature, extent, and probable period of illness of disability.
  - (c) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed 26 biweekly pay periods for any one injury. The combined total of job incurred disability leave with pay and job incurred disability leave without pay for one accident or illness may not exceed 32 biweekly pay periods. In the event a worker is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

## 21.5 Leave of Absence Without Pay

### (1) General Provisions

- (a) Qualifying: Only permanent or probationary workers occupying permanent positions are eligible for leaves of absence without pay under the provisions of this Section.
- (b) Application for and Approval of Leaves of Absence Without Pay: In order to receive leave without pay, a worker must submit a request on the prescribed form to his/her department head describing the reasons for the request and all other information required for the department head, or his/her representative, to evaluate the request.

- (c) Granting of Leaves of Absence Without Pay: An appointing authority may grant leaves of absence without pay for up to a maximum of 2 biweekly pay periods. Leaves of absence of more than 2 biweekly pay periods must be approved by the Human Resources 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 on account of illness or injury which are not job incurred may be granted for a maximum period of 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.
- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons (including but not limited to being employed on a full-time basis by the Union signatory to this MOU) may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, a worker may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained. The decision of the Human Resources Director shall be final.
- (4) Leaves of Absence Without Pay for Union Work: Leaves of absence without pay to take employment with the Union signatory to this MOU shall be granted for a maximum period of 26 full biweekly pay periods upon 45 days advanced written notice from the Union. Workers are entitled to retain any accrued vacation and holiday credits while on such leaves. In the event that workers on approved Union leaves want to continue group benefits coverage (including medical, dental, vision and life insurance) through the County plans, arrangements will be made for the Union to reimburse the County for the costs associated with continuing such coverage. In the event the employee is in a business critical position, a meeting will occur between the Union and the Department Head regarding the feasibility of the release. (ie: if the request were to release the only payroll specialist in a department, it may not be feasible to release that person with only 45 days notice.) No more than two workers county-wide per calendar year will be released for this type of Leave of Absence.
- (5) Parental Leave: A worker/parent of either sex shall be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one year following the child's birth or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Workers who must assume custody of a minor will be eligible for parental leave.

#### 21.6 Military Leaves of Absence

The provisions of the Military and Veterans Code of the State of California shall govern military leave of County workers.

21.7 Absence Due To Required Attendance in Court

Upon approval by the department head, a worker, other than extra-help, shall be permitted authorized absence from duty for appearance in Court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

- (1) Said absence from duty will be with full pay for each day the worker serves on the 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 worker must remit to the County Treasurer, through the worker's department head within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with a worker's usual official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.
- (3) Said absence from duty will be without pay when the worker appears in private litigation to which the County of San Mateo is not a party.
- (4) Any fees allowed, except for reimbursement of expenses incurred, shall be remitted to the County Treasurer through the worker's department head.

21.8 Educational Leave of Absence With Pay

Educational leave of absence with pay may be granted to workers under the conditions specified in this Section. In order to be granted educational leave of absence with pay a worker must submit on the prescribed form a request to the appointing authority containing all information required to evaluate the request.

The County may, after approval of a worker's application, grant a leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to workers 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 in cases where there is a reasonable expectation that the worker'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 workers 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

21.9 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 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.

## **Section 22. Hospitalization and Medical Care**

22.1 The County and covered workers share in the cost of health care premiums. The County will pay 90% of the total premium for the Kaiser and Aetna Plans and 80% of the total premium for the Blue Shield Plan. Covered workers will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan. Effective April 1, 2010, the Aetna Plan will be replaced with a Blue Shield HMO Plan.

22.2 For County workers occupying permanent part-time positions who work a minimum of 40, but less than 60 hours in a biweekly pay period, the County will pay one-half of the hospital and medical care premiums described above.

For County workers occupying permanent part-time positions who work a minimum of 60, but less than 80 hours in a biweekly pay period, the County will pay three-fourths of the hospital and medical care premiums described above.

In either case cited above the County contribution shall be based on the designation by management of the position as either half-time or three-quarter time, not on the specific number of hours worked.

The County agrees to adjust the benefit status of part-time workers to conform to the budgeted FTE status of the position they occupy.

22.3 Unless otherwise provided in this MOU, workers whose employment with the County is severed by reason of retirement during the term of this MOU shall be reimbursed by the County for the unused sick leave at time of retirement on the following basis:

For each 8 hours of unused sick leave at time of retirement, the County shall contribute towards one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement). The County shall not be obligated to contribute at a rate in excess of \$165.00 per 8 hours of unused sick leave per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums for a period of 40 months). For workers who retire with 45% or more of the total amount of sick leave they could have accrued during their career with the County of San Mateo, the conversion rate for each 8 hours of unused sick leave shall be \$195. Workers may increase the number of hours per month to be

converted up to a maximum of 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e.g., if a worker converts 12 hours, he/she would be reimbursed \$247.50 instead of \$165). 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).

For employees who retire on or after January 1, 2008, the conversion rate for each 8 hours of sick leave will be increased from \$165.00/\$195.00 to \$400. This amount will be increased to \$420 effective January 1, 2008. In no event will changes in the Kaiser premium or application of the 2% or 4% increases listed below result in the \$420 rate being reduced.

For employees who retire with 20 or more years of service with the County of San Mateo, the \$420 rate will be increased by 4% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-only premium.

For employees who retire with at least 15 but less than 20 years of service with the County of San Mateo, the \$420 rate will be increased by 2% effective January 1, 2009 and each January 1<sup>st</sup> thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium.

For employees who retire after January 1, 2007 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$400. For employees who retire after January 1, 2008 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$420. For employees who retire after January 1, 2009 with less than 15 years of service with the County of San Mateo, the conversion rate for each 8 hours of sick leave will be increased to \$440.

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

- 22.4 The County will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to workers who receive a disability retirement. For example, if a worker who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 188.6 hours of sick leave to his/her balance.
- 22.5 For employees who retire on or after January 1, 2007 with 20 or more years of service with the County of San Mateo, the 8 hours of sick leave converted for each month's retiree health contribution by the county shall be reduced to 6 hours.
- 22.6 Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void. Effective January 1, 2007, employees will no longer be offered the option of cashing out sick leave if they waive retiree

health. However, if it is determined to not create a taxable event and if it does not cause the above retiree health plans to become taxable events, then employees may exchange unused sick leave at a value of \$100 per 8 hours into an RHSA upon retirement.

22.7 The surviving spouse of an active worker who dies may, if he/she elects a retirement allowance, convert the worker's accrued sick leave to the above specified limits, providing that the worker was age 55 or over with at least 20 years of continuous service.

22.8 Employees who retire on or before March 31, 2008 will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

- With at least 10 but less than 15 years of service with the County of San Mateo – 192 hours
- With at least 15 but less than 20 years of service with the County of San Mateo – 288 hours
- With 20 or more years of service with the County of San Mateo – 384 hours

Employees who retire after March 31, 2008 will, upon exhaustion of accrued sick leave, be credited with additional hours of sick leave as follows:

- With at least 10 but less than 15 years of service with the County of San Mateo – 96 hours
- With at least 15 but less than 20 years of service with the County of San Mateo – 192 hours
- With 20 or more years of service with the County of San Mateo – 288 hours

22.9 Out of Area

Retirees who live in areas where neither Kaiser nor Aetna coverage is available, and 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 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 the retiree will require the submission to the County of proof of continuous enrollment in the alternate health plan, which proof shall also entitle the retiree to retain the right to change back to any County-offered health plan during a subsequent open enrollment period.

Out-of-area retirees who have no available sick leave credits for conversion to County payment of health premiums may also 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 s/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.

It is understood that the County is actively seeking coverage for out-of-area retirees under a nationwide HMO or other health insurance plan and that, should such coverage become available during the term of this MOU, the County will meet with the Union regarding substitution of this plan for the arrangement described in this subsection 22.5. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

- 22.10 The County will implement an RHSA in which all employees may elect to participate.
- 22.11 Employees may elect to participate in a retiree health program that features a County match in the RHSA. For this program, the County will match employee contributions into the RHSA to a maximum of \$30 each pay period. The County contribution will vest after 10 years of County service. For employees who elect this program, the value of each 8 hours of sick leave upon retirement is set at \$200 instead of the amounts set forth in Section 22.3. Employees will not be asked to make an election between this program and the one in Section 22.3 until six months after hire, and will be provided information and counseling on the RHSA program prior to making a choice.

### **Section 23. Dental Care**

The County will continue to offer the Delta Dental and County Dental plans currently in effect.

### **Section 24. Vision Care**

The County shall provide vision care coverage for workers and their eligible dependents. The County will pay the entire premium for this coverage.

### **Section 25. Change in Employee Benefit Plans**

- 25.1 During the term of this MOU, the County and Unions shall investigate the feasibility of offering medical and/or dental plan(s) in addition to those now being offered.
- 25.2 The County agrees to continue all benefits programs at current benefits levels as listed in the MOU and the Benefits Summary.
- 25.3 Agreement Implementation  
Agreements reached as part of the Health Care Cost Containment 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.
- 25.4 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.

#### 25.5 Benefit Booklets

The County agrees to receive and discuss any suggestions the Union may have for improvement of the booklets or folders describing various employee benefits provided by the County.

### **Section 26. Life Insurance**

26.1 Workers shall be covered by life insurance and accidental death insurance as follows:

The County shall provide \$12,000 of life insurance for each worker; this amount shall increase to \$20,000 effective March 1, 2007. The County shall provide \$500 of life insurance for the worker's spouse and up to a maximum of \$500 of life insurance for each of the worker's children depending on ages.

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

26.2 Workers, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for worker, \$125,000 for spouse, and \$10,000 for dependents. Applying for additional life insurance will not place a worker's current level of insurability at risk.

### **Section 27. Long Term Disability Insurance**

The County shall continue to provide its present long term income protection plan for permanent workers at no cost to said workers; provided, however, that in order to be eligible for such plan, workers must have been employed by the County for 3 or more years.

Effective with disabilities commencing on or after January 1, 1988, the 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 6 full months from the date of the disability's onset. The onset date shall be defined as the first workday the worker was unable to work.

The maximum benefit of the Long Term Disability Plan shall be \$2000 monthly. Effective with new benefits on or after October 17, 1999, the maximum benefit of the Long Term Disability Plan shall be \$2400 monthly. The County also agrees to cover under the LTD Plan, part-time workers who work a minimum of 20 hours per week. The Long Term Disability Plan is also modified to restrict benefits for psychiatric disabilities that result from stress, depression or other life events to two 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 65.

### **Section 28. State Disability Insurance**

Workers covered by this MOU are eligible for benefits pursuant to the State Disability Insurance Program.

## **Section 29. Promotion**

### 29.1 Examinations

- (1) Open Examinations: Any person who meets the minimum qualifications for the job classification may compete.
- (2) General Promotional Examinations: Permanent and probationary workers who have served at least six months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least six months prior to lay off.

Persons in unclassified positions, who previously held positions in the classified service and who did not have a break in County service between the classified and unclassified appointments are eligible to compete provided that they have at least 6 months total service prior to the final date to file an application.

- (3) Departmental Promotional Examinations: Permanent and probationary workers of the specific department in which a promotional opportunity exists who have served at least 6 months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least 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 exam, and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.
- (5) Veterans preference shall not apply to promotional examinations.

### 29.2 Promotional Eligible Lists

- (1) General Promotional Eligible Lists: The names of applicants successful in general promotional exams 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 exams 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, a worker'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.

29.3 Probationary Period

Permanent workers promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, except for workers in flexibly-staffed positions will not be required to serve a second probationary period when moving to the higher classification.

Workers demoted during a new probationary period shall have the right to demote to their former classification in their former department if a vacancy in their former classification exists. If no vacancy exists, such workers shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. Should the longest standing vacancy entail "unusual" work hours, the worker shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the worker was promoted.) If no vacancy exists, such workers shall displace the least senior worker as determined by Section 15. If no less senior position exists, then the worker shall be removed from County service.

**Section 30. Career Opportunities Program**

30.1 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 workers will enhance the performance of the organization.

30.2 Components

A. Promotional Opportunities

Recruitments for classifications covered by this program will be conducted on either a promotional basis (as designated in Exhibit F 1.) or an open and promotional basis (as designated in Exhibit F 2.). 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.

B. Transfer Opportunities

The Transfer Program permits employees to transfer from one position to another without competitive examination, within the specific classification groupings listed in Exhibit F 3. Utilization of the Transfer Program is at the department's discretion; if used, all transfer opportunities will be announced in the weekly Job Bulletin published by the Human Resources Department for a minimum of two (2) weeks. 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.

C. Career Planning and Development

A Career Planning and Development Program will be offered to allow interested employees the opportunity to identify their interests, strengths, areas for improvement, skills and abilities, and to develop a career development plan.

Phase 1 – All interested employees will:

- a. be provided with a brochure describing the program and how to participate, as well as the qualifying patterns for County job families.
- b. be able to attend a one to two-hour General Orientation Program on County time, to find out more about the program.

Further participation in the program is voluntary and could consist of any or all of the following elements:

Phase 2 - Self Assessment – Identification of interests, strengths, improvements needed, values, skills and abilities through a number of self assessment processes: workbooks, exercises, tests, questionnaires, and computer-based methods (this portion of the program requires use of the employee's own time).

Phase 3 - Consultation – with a career development analyst in the Human Resources Department to review the results of the self-assessment, to set realistic career goals and to formulate a career development plan based on the results of the assessment and on employment trends and opportunities. Information on available and emerging careers and career ladders, salaries, numbers of positions available, skills and training required will be made available to the employee. The career development plan will include both short and long-range goals, as well as specific activities to be completed to reach the goals.

Phase 4 - Training and Development Activities – Activities identified in the employee's individual development plan may include attendance at training programs offered by the County or outside organizations, briefings on career opportunities, special project assignments, information interviews, participating in a job-shadowing, mentoring or internship program, career development assessment centers or other activities.

Phase 5 - Coaching Throughout Job Search – Quarterly group meetings will be held to assist employees as they pursue their development activities and job search.

A reasonable amount of County time is available for participation in Phases 3 through 5 of this program; employees must pre-arrange use of such time with their supervisor.

### 30.3 Appeals Process

Notwithstanding the provisions of the Grievance Section of this MOU, appeals of employees of applications of the procedures of the Career Opportunities Program shall go directly to the Human Resources Director and if not satisfactorily resolved then to the Civil Service Commission. Procedures that are appealable under this section have been mutually agreed to by the Career Opportunities Program Joint Labor/Management Committee.

### 30.4 Labor-Management Career Opportunities Program Committee

The Labor-Management Career Opportunities Program Committee will meet quarterly during the term of the agreement to evaluate and recommend modifications, if necessary, to allow the

program to meet the needs of the participants. Such modifications may include revisions to the classes listed in Exhibits F 1 and F 2.

### **Section 31. Part-Time Positions Which Become Full-Time**

When the workload increases so that a part-time position becomes full-time, the Human Resources Director may at his/her sole discretion, certify that part-time worker to a full-time position in the same geographical location.

### **Section 32. Geographical Displacement**

- (1) If it becomes necessary to transfer permanently one or more workers from one geographical location to one or more geographical locations in different cities, such workers at the original geographical location who are working in the affected classifications 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, provided where all of these criteria are relatively equal, length of service shall prevail. The County shall discuss these criteria with the Union before selecting workers for transfer. Nothing shall preclude a department head from temporarily assigning workers to work at a different geographical location when prompt action is required by the needs of the County.
- (2) Workers shall not be transferred from one geographic location to another for disciplinary reasons.

### **Section 33. Change of Assigned Duties**

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

#### **33.2 Reclassification Procedure**

A worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. Such written request shall be submitted to his/her department head. Following review by the department, a written response shall be submitted to the worker within 45 days indicating whether the request will be forwarded to the Human Resources Department. In the event the worker feels his/her request has been unreasonably denied and that he/she is performing duties of a position outside of the classification to which he/she has been appointed, he/she shall have the right to file a grievance in accordance with Section 37 of the MOU.

In the event a position is reclassified, the re-classification shall be made effective retroactively to 30 days after the Human Resources Department receives the completed Job Description Questionnaire (JDQ) form(s).

In the event that the results of the study deny the worker the reclassification, the worker shall have the right to file an appeal in accordance with Civil Service Rule XIV, Section 1.B.

## **Section 34. Pay for Work-Out-Of-Classification**

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

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

When a worker has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for 5 consecutive workdays (or four consecutive workdays for workers on a 4 day workweek, or where due to a County holiday, the workweek is only 4 days), 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 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;
- (2) The worker performs the duties regularly performed by the absent incumbent, and these duties are clearly not included in the job description of his/her regular classification;
- (3) The temporary assignment to work-out-of-class which extends beyond 20 working days be approved by the Human Resources Director, a copy of the approval form to be given to the worker; and
- (4) A copy of the department head's written approval must be submitted in advance to the Human Resources Director. If the Director determines that he/she will not approve pay for work in the higher class which exceeds 20 workdays, the worker will be so notified and have the opportunity to discuss this matter with the Director whose decision shall be final.

The employer shall not schedule work-out-of-classification assignments in a manner so as to purposely avoid paying work-out-of-class pay as described in this Section.

### **Salary Step Increases**

Workers in work-out-of-classification assignments shall be advanced to the next higher step in the salary schedule (for the higher classification) after the completion of 2080 hours of

satisfactory service in each of the salary steps for the higher classification, and upon recommendation of the appointing authority.

### **Section 35. Probationary Period**

35.1 Probationary workers shall undergo a probationary period of 1040 regular hours, unless a longer period, not to exceed 2080 regular hours is prescribed by the Civil Service Commission for their classifications. Individual probationary periods may be extended with good cause upon request of the department head and concurrence of the Human Resources Director; however, no probationary period shall exceed 2080 regular hours. If a worker is incapacitated due to medical conditions and is reassigned to work that is not part of the worker's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The worker shall be notified in writing of the probationary extension at the time of the reassignment.

Time worked by a worker 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.

35.2 Employees in flexibly staffed classifications who are hired at the "I" level must serve a 9 month (1560 hour) probationary period. There shall be no separate probationary period when the employee is promoted from the trainee to the journey level, however, if the employee is promoted prior to the end of the 1560 hour probationary period, he/she shall continue to be on probation until the entire 1560 hour probationary period is served. Employees in flexibly staffed classifications who are hired at the "II" level must serve a 6 month (1040 hour) probationary period.

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

35.4 A worker 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 workers 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.

35.5 The appointing authority may terminate a probationary worker at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 38 hereof, except when the worker 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; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, workers shall be given written notice, with reasons therefor, at

once. The Human Resources Director may, upon request by a worker rejected during his/her probationary period, restore that worker's name to the eligible list for that classification. However, the worker's name shall not be certified to the department from which rejected without approval of the department head.

- 35.6 Permanent workers 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.

Workers who transfer within the same class to 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 worker must sign a statement indicating an understanding of this fact prior to the effective date of the transfer.

If a new probationary period is in force, the worker shall have a window period of 28 days from the date of transfer to elect to return to his/her former position. Should a worker be rejected at a point beyond the window period, he/she shall have the right to return to their former department if a vacancy in their former classification exists. If no vacancy exists, such workers shall be placed in the longest standing vacancy, as determined by the requisition form date, County-wide. Should the longest standing vacancy entail "unusual" work hours, the worker shall have the one-time option of returning to the second longest standing vacancy should one exist. ("Unusual" shall mean work hours or work week dissimilar to those of the position from which or to which the worker was promoted.) If no vacancy exists, such workers shall displace the least senior worker as determined by Section 15. If no less senior position exists, the worker shall be removed from County service.

### **Section 36. Performance Evaluations**

- (1) Formal Appeal  
Notwithstanding the provisions of Section 38, appeals of permanent workers relating to performance evaluations which are below a standard score or rating set by the Human Resources Director shall go directly to the Civil Service Commission. Upon receipt of the appeal the Commission will review the facts and order such action as it determines is appropriate. Appeals must be filed with the Commission within 10 calendar days after the evaluation's finalization. No evaluation shall be considered finalized until the worker has been given 10 working days for review and comment.
- (2) Informal Appeal  
Permanent workers may also request an informal appeal of below standard evaluations. At the request of the worker 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 worker, his/her union representative, the worker's first and second level supervisors, and a representative of the Human Resources Department. Informal appeals may be granted at any time prior to Civil Service Commission review.
- (3) Clarification of Probationary Evaluations

Probationary workers 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 the Human Resources Director, or his/her designee.

### **Section 37. Dismissal, Non-Punitive Discipline or Demotion for Cause**

The appointing authority may dismiss, issue non-punitive disciplinary letters to, or demote any worker in the classified service provided the rules and regulations of the Civil Service Commission are followed. Workers covered by this agreement may not be temporarily reduced in step.

#### **Right to Steward Representation**

Whenever a worker is required to meet with a supervisor and the worker 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 a worker's performance evaluation.

#### **37.1 Notice**

A permanent classified worker may be dismissed, non-punitively disciplined or demoted for cause only. Any written notice of dismissal, suspension or demotion sent to a worker shall include a statement advising him/her of the right to be represented by the union concerning the disciplinary action. If the worker is represented by the Union in a pre-disciplinary meeting (Skelly Hearing), a copy of the decision from the pre-disciplinary meeting (decision letter) shall be mailed to the Union office.

#### **37.2 Appeals**

Any worker may either appeal such dismissal, non-punitive discipline or demotion to the Civil Service Commission or file a grievance in accordance with Section 38.2. Appeal to the Civil Service Commission must be received by the Human Resources Director within 14 calendar days after notice of disciplinary action is mailed or hand delivered to the employee. Grievances must be filed in accordance with subsection 38.2. A worker may not both appeal to the Civil Service Commission and file a grievance under subsection 38.2.

### **Section 38. Grievances**

38.1 A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU 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.

38.2 Grievances shall be processed in the following manner:

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

Any worker 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 designates. If the issue is not resolved within the department, or if the worker elects to submit the grievance directly to the Union, the procedures hereinafter specified may be

invoked, provided that all complaints involving or concerning the payment of compensation shall be in writing to the Human Resources Director.

(b) Step 2. Human Resources Director

Any worker or any official of the Union may notify the Human Resources Director in writing that a grievance exists, stating the particulars of the grievance and, if possible, the nature of the determination desired. Such notification must be filed (as determined by postmark) within 28 calendar days from the date of the worker's knowledge of an alleged grievance. Any grievances involving demotion, suspension, non-punitive discipline or dismissal must be filed within 14 calendar days (as determined by postmark) after receipt of written notification of such disciplinary action. The Human Resources Director or his/her designated representative shall have 28 calendar days 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).

(c) 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 the Human Resources Director within 28 calendar days from the date that the grievance is denied at Step 2. The Adjustment Board shall be comprised of 2 representatives designated by the Union and 2 representatives designated by the County. Adjustment Boards shall be convened within 28 calendar days from the date such notification is received.

(d) Step 4. Arbitration

In the event an Adjustment Board is unable to reach a mutually satisfactory accord on a grievance presented to it, the issue may be advanced to arbitration, if within 28 calendar days of the date upon which the Adjustment Board hearing was held, the moving party notifies the other in writing of its desire to arbitrate. The issue shall be submitted to an arbitrator mutually agreed upon by the parties or, failing mutual agreement, to that arbitrator who is selected by lot from an agreed upon panel. The arbitrator shall determine the issue according to the laws and case law of the State of California.

If the arbitrator so selected is not available for a hearing (at a time acceptable to the Union and the County) within 90 calendar days of the date on which the arbitrator is contacted, the parties may, by mutual agreement, select an alternate arbitrator, or failing agreement, select another arbitrator by lot from the same panel. The parties may also, by mutual agreement, elect to extend the 90 days referenced above and use the arbitrator originally selected by lot.

The fees and expenses of the arbitrator and of the Court Reporter shall be shared equally by the Union and the County. Each party, however, shall bear the costs of its own presentation, including preparation and post-hearing briefs, if any.

### 38.3 Scope of Adjustment Board and Arbitration Decisions

- (a) Decisions of Adjustment Boards and arbitrators on matters properly before them shall be final and binding on the parties hereto, to the extent permitted by the Charter of the County.
- (b) No Adjustment Board and no 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 38.1.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither Adjustment Boards nor arbitrators shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.
- (d) If the Human Resources Director pursuant to the procedures outlined in subsection 38.2 (b) or the Adjustment Board pursuant to the provisions of subsection 38.2 (c) resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or reinstatement with or without payment for lost time.

#### 38.4 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Human Resources Director. Only complaints which allege that workers are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. No adjustment shall be retroactive for more than 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.

#### 38.5 Grievance Procedures/Practices

- (a) Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to and including arbitration, without prejudice to those defenses.
- (b) For the purpose of meeting timelines, postmarks or date of hand delivery shall establish the dates of receipt.
- (c) If a steward is present at a grievance meeting at any step in the procedure, he/she will be copied on the applicable grievance-related correspondence. If arbitration has been invoked, stewards will not be copied on correspondence to attorneys involved in the arbitration process.

#### 38.6 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 workers 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, a worker who is in danger of physical harm shall not be required to cross the picket line, provided the worker advises his/her supervisor prior to leaving the picketed location, and provided further that a worker 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.

### 38.7 County Charter and Civil Service Commission

- (a) The provisions of this Section shall not abridge any rights to which a worker 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.
- (b) All grievances of workers in representation units represented by the Union shall be processed under this Section. If the County Charter requires that a differing option be available to the worker, no action under paragraph (b) of subsection 37.2 above shall be taken unless it is determined that the worker is not availing himself/herself of such option.
- (c) No action under paragraph (b) of subsection 37.2 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.
- (d) 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 County Manager and the Human Resources Department Director will recommend to the Board of Supervisors or the Civil Service Commission, as appropriate, that it follow such award.

### **Section 39. Loss of Compensation**

If a worker covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies and procedures and where said loss of compensation is not subject to the grievance procedure specified in Section 38 of the MOU, the worker shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the worker or the worker's Union representative may submit the complaint in writing to the Employee Relations Officer with a copy to the County Manager. If this matter is not resolved by the Employee Relations Officer within 30 working days from the date of receipt of the

complaint, the worker or the Union representative shall advise the Human Resources Director in writing that the matter has not been resolved and the Director shall render a decision within 15 working days of receipt of this notification which decision shall be final. The County recognizes that other worker problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

#### **Section 40. Personnel Files**

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

The County shall provide an opportunity for the worker to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the worker's personnel record. The worker shall be responsible for providing the written responses to be included as part of the worker's permanent personnel record.

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

#### **Letters of Reprimand**

Workers may request in writing to the Department Head with a copy to Employee Relations that letters of reprimand which are 2 or more years old be sealed and kept separate from the worker'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 worker's personnel file until the most current related letter of reprimand or record of disciplinary action is 2 years old.
2. The worker 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.

This Section does not apply to the records of a worker relating to the investigation of a possible criminal offense or to letters of reference; provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one year of continuous County employment.

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

## **Section 41. Committees**

### 41.1 Employee Assistance Committee

The County shall maintain a management/worker committee that is charged with the responsibility for reviewing the Employee Assistance Program in San Mateo County. The worker representatives include one worker from SEIU 521. Young adult dependents and domestic partner are included in the Employee Assistance Program.

### 41.2 EEO Advisory Committee

The County agrees that SEIU 521 may designate one worker to serve on the EEO Advisory Committee.

### 41.3 Central Safety Committee

The County agrees that SEIU 521 may designate one worker to serve on the Central Safety Committee.

Occupational health and safety are the mutual concern of the Employer, the Union and workers. Any workplace safety or health problem which is identified within the County should be directed to the supervisor, departmental Safety Committee or safety representative, County Safety Officer or the County's Central Safety Committee, as appropriate, for review and/or investigation. Options for resolution include, but are not limited to, immediate mitigation of the hazard/problem, direct investigation, and/or convening a labor/management committee specifically for the purpose of investigating and attempting to resolve the safety or health problem.

### 41.4 Deferred Compensation Committee

The County agrees that SEIU 521 may designate one worker to serve on the Deferred Compensation Committee.

## **Section 42. V.D.T.**

### Joint Labor-Management VDT Committee

The County and the Union agree to resume the Joint Labor-Management VDT Committee to oversee the further implementation of the VDT policy.

Workers who operate VDT's will, upon request, be furnished with anti-glare screens in accordance with the guidelines specified in the County's recommendations on the use of VDT's.

### Implementation Data and VDT Reference Materials

Copies of the completed "Individual Status Sheets" will be supplied to the Union and/or the affected worker as requested on a case-by-case basis. Where a completed Individual Status Sheet is not available, the Department VDT Coordinator will complete the document and provide a copy to the requesting worker within 30 days.

### VDT Maintenance

The County will review the need for periodic keyboard and monitor maintenance, including external and internal cleaning.

### **Section 43. 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 the 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 44. Past Practices and Existing Memoranda of Understanding**

- 44.1 Continuance of working conditions and practices not specifically authorized by ordinance or by resolution of the Board of Supervisors is not guaranteed by this MOU.
- 44.2 This MOU shall supersede all existing memoranda of understanding between the County and the Union.

### **Section 45. Retirement Plans**

- (1) Workers in the non-contributory retirement plan, also known as Plan 3, and who have 5 years of continuous service with San Mateo County, shall be given the opportunity to transfer to the contributory retirement plan, also known as Plan 2 or Plan 4 (depending on original date of hire). This change in plans covers future service only. Workers may transfer from Plan 3 to Plan 2 or Plan 4 (depending on original date of hire) at any time after 5 years of continuous service. This selection must be made in writing and is irrevocable.

Workers who transfer from Plan 3 to Plan 2 or Plan 4 shall not lose their years of continuous service for vesting purposes. Years of service in Plan 3 shall be added to years of service in Plan 2 or Plan 4 for vesting purposes in both plans.

- (2) In 2004, an amendment to Government Code Section 31496.3 became effective. The amendment provides that a Plan 3 member who terminates for any reason and is later reemployed shall receive Plan 3 credit for his or her service rendered prior to termination.
- (3) Retirement Plan 2 participants will be eligible for a maximum annual cost of living adjustment to the retirement benefit of 3% per year. There is no "banking" or "roll-over" of any cost of living adjustment in excess of the annual adjustment.
- (4) 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 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 on their average salary for their 36 highest consecutive months of service.

Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for workers in the General Retirement Plan.

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, workers 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. These contributions will not be reduced by the employer pick-ups described below in Section 46. The County will pay 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 workers pay the increased retirement contributions set forth above.

#### **Section 46. Retirement Contributions**

The County will pick up the following percentages of the worker's statutorily required retirement contribution, but not of the worker's contribution under Section 45 of this Agreement:

- 20% after the equivalent of 10 years of full-time service (20,800 hours)
- 40% after the equivalent of 20 years of full-time service (41,600 hours)
- 50% after the equivalent of 25 years of full-time service (52,000 hours)

#### **Section 47. Contracting Out**

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of the SEIU bargaining units where such contracting or subcontracting would result in loss or potential loss through attrition or layoff of such bargaining unit members. The County will make such notification at least 60 calendar days in advance of such action. The notice shall include an explanation of the County's reason for proposing such contracting/subcontracting. The Union shall be given the opportunity to meet with the County to discuss the decision to contract out, and to meet and confer on the effect of such contracting out upon its members. The Union shall have 30 calendar days from the date of such notification to propose effective and economical alternative ways in which such services could continue to be provided by the County's own workers.

#### **Section 48. Term of Agreement**

This MOU shall be presented by the Union to the workers to be covered hereby for ratification by said workers, and shall thereafter be presented to the Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing November 1, 2009, and ending August 7, 2010.

**Made and entered into this Tenth day of November, 2009.**

## Service Employees International Union, Local 521

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Nick Steinmeier, SEIU Local 521  
Worksite Organizing Director

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Brady Calma, SEIU Local 521  
Worksite Organizer

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Irma Compton, Planning & Building  
Chapter Chair

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Louise Alioto-Perez, Health System  
Chapter Chief Steward

---

Donna Nielsen, Sheriff's Office  
Chief Steward

---

Cynthia Howard, Sheriff's Office  
South Vice Chair

---

Karen Nakatani, Health System  
Central Vice Chair

---

Mel Cruz, SamCERA  
Chief Steward

---

Tom Pacheco, Information Services Department  
Chief Steward

---

Sirena Putman, Sheriff's Office  
Shop Steward

---

Bonnie Tendencia, Tax Collector-Treasurer  
Assistant Chapter Chief Steward

## County Management

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David Boesch  
County Manager

---

Donna Vaillancourt  
Director, Human Resources Department

---

Nicole McKay, Employee Relations Manager

---

Pam Deal, Library

---

Kathleen Boutte Foster, Information Services

---

Captain John Quinlan, Sheriff's Office

---

Isela Montenegro, San Mateo Medical Center

---

Lisa Lopez, San Mateo Medical Center

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Heather Ledesma, Health Services

## **BENEFITS SUMMARY**

## Benefits Summary

The following list summarizes the various benefit programs in effect for workers:

**MEDICAL (Active):** The County pays 90% of the total premium for Kaiser or Aetna (workers pay 10% of the total premium) and the County pays 80% of the total premium for Blue Shield (workers pay 20% of the total premium). Effective April 1, 2009, the Aetna plan will be replaced by an HMO plan through Blue Shield.

**MEDICAL (Retiree):** See section 22.3.

**DENTAL:** All workers must participate in a plan.

**County Plan:**

County pays 90% of premium

1st year: \$100 cap on deductible  
60% UCR paid to dentists  
2nd year: No deductible  
85% UCR paid to dentists

Annual maximum of \$2500/person

If recommended by dentist and approved by plan, cleanings may be more frequent than every 6 months; workers may appeal plan rejections - see plan booklet.

Effective January 1, 2007, the County Plan will offer a tooth replacement implant benefit:

- Replacement of any missing single tooth in the esthetic region of the upper teeth.
- Annual maximum of \$1,000.00/person
- Paid at 85% of the billed amount, subject to the \$1,000.00 annual maximum benefit

**Delta Dental PMI:**

See brochure.

**VSP: VISION**

San Mateo County Plan B with \$10.00 co-pay each on examination and materials for workers and dependents. Premiums paid by County.

\* *Domestic partners and young adult dependents are included in the above plans. Children and young adult dependents of domestic partners are included.*

- \* *Grandchildren of custodial grandparents will be considered eligible dependents on all health, dental and vision plans provided there is documentation of primary responsibility and approval by the affected benefit plan. This will occur with or without formal adoption.*

### **LIFE INSURANCE**

County paid \$20,000 for worker; \$500.00 for spouse; up to \$500/child.

### **LONG TERM DISABILITY**

County paid premiums. Must be employed by County 3 or more years to be eligible.

Maximum benefit: \$2400 monthly

### **MEDICAL SPENDING ACCOUNT**

Effective January 1, 2004, the County implemented an IRC Section 125 Medical Spending Account.

This is a summary of various benefit programs in effect for eligible workers. The descriptions are very general and are not intended to provide complete details about any or all plans. **Exact specification for all plans are provided in the official Plan Documents, copies of which are available from Payroll Specialists or the Human Resources Department, Benefits Division.** Where there is a difference between the description on these pages and the Plan Documents, the Plan Documents prevail. Please note that benefits are subject to change by the Plans and there is no guarantee that these benefits will be continued indefinitely. However, the County agrees to continue negotiated coverage as it currently exists unless such coverage is no longer offered by the plans.

**EXHIBIT A**  
**Accounting and Administrative Unit**

1. At Home Telephone Calls. Employees contacted at home by phone to discuss and/or find solutions to programming or applications problems shall receive overtime pay for all work related telephone calls received after hours. The compensation shall be one-half hour minimum pay for each call received, as long as the calls are more than 1 hour apart. A second call within the hour shall be compensated for time worked.
2. Premium Pay for Communications Technicians. A premium of \$5.00 per hour or fraction thereof will be paid to technicians for the time they are required to spend working on towers or poles used as antenna support structures at heights greater than 25 feet above the base of the tower or pole.
3. Contracting and Sub-Contracting (ISD). The County agrees to meet with the union to discuss ongoing concerns about contracting/sub-contracting.
4. ISD workers who are required in writing to carry pagers after their assigned work hours will be compensated in accordance with Section 10 (On-Call Duty).
5. Temporary Project Manager Differential. On a temporary basis, and when existing projects warrant, the Department may assign up to three (3) workers the duties of the Project Manager. These assignments will be compensated via a pay differential equal to the pay level of the Project Manager.
6. ISD Classification Assignments and Layoffs

Notification of Classification/Working Title Changes. On the following pages the identified classifications and corresponding working titles apply to positions in the Information Services Department. The Department will notify, in writing, any worker being permanently reassigned to a different working title. This notification will include a copy of the appropriate job specifications.

Layoffs. In the event of layoffs, ranking for layoff will be by seniority within groups identified below.

Bumping Rights and Re-Training. The Department agrees that in situations where, because of layoffs, a worker is bumped back into a position for which s/he once held the classification but may not have experience in the particular kind of expertise required of the new position, the department will re-train the worker to assume the new duties.

Bumping into Different Shifts. Should a worker on one shift be laid off, and then bump back into the position of a less senior worker who works a different shift, s/he will be required to take the new shift in order to maintain employment with the County.

## Assignment and Layoff Chart - General Information

The following two pages identify all of the working titles used in the Information Services Department.

For both charts the far left hand column identifies the payroll classification used for all positions. The columns on both pages identify the working titles and layoff groups within each payroll classification.

1. Working titles in the same group listed in boxes separated by a dashed line (- - -) are flexibly staffed. For example, in Layoff Group 1 (Programmer-Systems Analyst), the working titles of Programmer Analyst-Systems Analyst, Associate Programmer Analyst and Assistant Programmer Analyst, are flexibly staffed. In the Layoff Group 2 (Systems Programmer), the working titles of Systems Programmer I and Systems Programmer II, are flexibly staffed.

Working titles in the same group but in boxes separated by solid lines are not flexibly staffed. For example, in Layoff Group 4 (Data Base Analysis), the working title of Data Base Administrator is not flexibly staffed with the Data Base Analyst I/II.

1. In the event of layoffs all positions within a box defined by solid lines are treated as the same classification. For example, in Layoff Group 1 (Programmer-Systems Analyst), all staff in the working titles of Programmer Analyst-Systems Analyst, Associate Programmer Analyst and Assistant Programmer Analyst, would be on the same layoff list based on seniority.
2. Bumping from one Layoff Group to another would only be allowed if the person has held prior status in the working title {or its predecessor classification(s)} of the second Layoff Group and has more seniority. For example, a person in the Working Title of Operations Analyst II (Layoff Group 3) could bump into a working title of Associate Programmer Analyst (Layoff Group 1) only if s/he has held prior status as an Associate Programmer Analyst.
3. Because of the impact of technology on positions in the Systems Engineer group, the layoff groups shall be reviewed no later than three months prior to the termination of the contract.

**ISD Flexible Staffing and Layoff Groups  
Technical Classifications**

Payroll Classification		Layoff Group 5	Layoff Group 6	Layoff Group 7	Layoff Group 8				
		Desktop Support	Network Services	Voice Systems Support	Radio Systems Support				
Advisory Systems Engineer		Desktop Support Supervisor	Desktop Support Advisor	Network Services Supervisor	Network Services Advisor	Voice Communications Supervisor	Voice Communications Advisor	Radio Communications Supervisor	Radio Communications Advisor
Systems Engineer		Senior Desktop Support Technician		Senior Network Services Technician		Senior Voice Communications Technician		Senior Radio Communications Technician	
Associate Systems Engineer		Desktop Support Technician		Network Services Technician		Voice Communications Technician		Radio Communications Technician	
Assistant Systems Engineer									

## ISD Flexible Staffing and Layoff Groups Professional Classifications

Payroll Classification	Layoff Group 1	Layoff Group 2		Layoff Group 3	Layoff Group 4
	Programmer-Systems Analyst	Systems Programmer		Operations Analysis/Help Desk	Data Base Analysis
Senior Systems Engineer		Senior Systems Programmer			Data Base Administrator
Project Manager	Project Manager				
Advisory Systems Engineer	Senior Programmer Analyst - Senior Systems Analyst	Systems Engineer II	Production Services Supervisor		Data Base Analyst II
Systems Engineer	Programmer Analyst – Systems Analyst	Systems Programmer I			Data Base Analyst I
Associate Systems Engineer	Associate Programmer Analyst			Operations Analyst II	
Assistant Systems Engineer	Assistant Programmer Analyst			Operations Analyst I	

## SEIU- Accounting & Admin Services

Salaries: 11/01/09

Class Code	Class Title	Work Group	Range	A	B	C	D	E
E030	ACCOUNTANT I	5	\$29.49	\$1,887.20	\$1,996.00	\$2,110.40	\$2,231.20	\$2,359.20
E011	ACCOUNTANT II	5	\$34.48	\$2,206.40	\$2,333.60	\$2,467.20	\$2,608.80	\$2,758.40
E010	ACCOUNTANT II-E	5	\$34.48	\$2,206.40	\$2,333.60	\$2,467.20	\$2,608.80	\$2,758.40
B002	ACCOUNTANT II-U	5	\$34.48	\$2,206.40	\$2,333.60	\$2,467.20	\$2,608.80	\$2,758.40
B001	ACCOUNTANT I-U	5	\$29.49	\$1,887.20	\$1,996.00	\$2,110.40	\$2,231.20	\$2,359.20
E029	ADMIN ASST I	5	\$31.44	\$2,012.00	\$2,128.00	\$2,249.60	\$2,378.40	\$2,515.20
E089	ADMIN ASST II-E	2	\$35.73	\$2,286.40	\$2,417.60	\$2,556.80	\$2,703.20	\$2,858.40
B134	ADMIN ASST II-U-E	2	\$35.73	\$2,286.40	\$2,417.60	\$2,556.80	\$2,703.20	\$2,858.40
B131	ADMIN ASST I-U	5	\$31.44	\$2,012.00	\$2,128.00	\$2,249.60	\$2,378.40	\$2,515.20
V215	ENGINEER ADV SYSTEMS	5	\$51.92	\$3,323.20	\$3,513.60	\$3,715.20	\$3,928.00	\$4,153.60
V214	ENGINEER-E ADV SYSTEMS	5	\$51.92	\$3,323.20	\$3,513.60	\$3,715.20	\$3,928.00	\$4,153.60
B103	ENGINEER-U ASSISTANT	5	\$51.92	\$3,323.20	\$3,513.60	\$3,715.20	\$3,928.00	\$4,153.60
V200	SYSTEMS ENGR ASSOCIATE	5	\$34.52	\$2,209.60	\$2,336.00	\$2,470.40	\$2,612.00	\$2,761.60
V205	SYSTEMS ENGR ASSOCIATE	5	\$40.62	\$2,600.00	\$2,748.80	\$2,906.40	\$3,073.60	\$3,249.60
B127	SYSTEMS ENGR-U	5	\$40.62	\$2,600.00	\$2,748.80	\$2,906.40	\$3,073.60	\$3,249.60
E140	BUYER I	1	\$30.06	\$1,924.00	\$2,034.40	\$2,151.20	\$2,274.40	\$2,404.80
E125	BUYER II	5	\$34.65	\$2,217.60	\$2,344.80	\$2,479.20	\$2,621.60	\$2,772.00
G226	COMM PROG SPC I	1	\$29.91	\$1,914.40	\$2,024.00	\$2,140.00	\$2,263.20	\$2,392.80
G227	COMM PROG SPC II	5	\$33.50	\$2,144.00	\$2,267.20	\$2,396.80	\$2,534.40	\$2,680.00
G228	COMM PROG SPC III	5	\$39.32	\$2,516.80	\$2,660.80	\$2,813.60	\$2,975.20	\$3,145.60
B180	COMM PROG SPC III-U	5	\$39.32	\$2,516.80	\$2,660.80	\$2,813.60	\$2,975.20	\$3,145.60
B181	COMM PROG SPC II-U	5	\$33.50	\$2,144.00	\$2,267.20	\$2,396.80	\$2,534.40	\$2,680.00
B182	COMM PROG SPC I-U DEPT DATA PROC	1	\$29.91	\$1,914.40	\$2,024.00	\$2,140.00	\$2,263.20	\$2,392.80
E531	SPC	1	\$30.07	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20	\$2,405.60
V233	DEPT SYS ANALYST DISTRICT COORD,	5	\$47.38	\$3,032.00	\$3,206.40	\$3,390.40	\$3,584.80	\$3,790.40
Q002	OES INFO TECHNOLOGY	5	\$35.81	\$2,292.00	\$2,423.20	\$2,562.40	\$2,709.60	\$2,864.80
V235	ANALYST INFO TECHNOLOGY	5	\$47.38	\$3,032.00	\$3,206.40	\$3,390.40	\$3,584.80	\$3,790.40
B152	ANALYST-U INFO TECHNOLOGY	5	\$47.38	\$3,032.00	\$3,206.40	\$3,390.40	\$3,584.80	\$3,790.40
V240	SUPVR-E INFO TECHNOLOGY	5	\$51.92	\$3,323.20	\$3,513.60	\$3,715.20	\$3,928.00	\$4,153.60
V230	TECH INFO TECHNOLOGY	5	\$37.55	\$2,403.20	\$2,540.80	\$2,687.20	\$2,840.80	\$3,004.00
B150	TECH-U	5	\$37.55	\$2,403.20	\$2,540.80	\$2,687.20	\$2,840.80	\$3,004.00
E095	INTERNAL AUDITOR I INTERNAL AUDITOR	5	\$31.27	\$0.00	\$0.00	\$2,237.60	\$2,365.60	\$2,501.60
E094	II INVESTMENT SVCS	5	\$36.52	\$2,337.60	\$2,471.20	\$2,612.80	\$2,763.20	\$2,921.60
E014	SPEC I	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
E015	INVESTMENT SVCS	2	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60

## SPEC II

**SEIU- Accounting & Admin Services**  
Salaries: 11/01/09

Class Code	Class Title	Work Group	Range	A	B	C	D	E
E124	LEAD BUYER LEAD REVENUE	5	\$38.12	\$2,440.00	\$2,580.00	\$2,728.00	\$2,884.00	\$3,049.60
E456	COLLECTOR RESOURCE SP PT	1	\$32.40	\$2,073.60	\$2,192.80	\$2,318.40	\$2,451.20	\$2,592.00
V250	FIN SVC SY	5	\$47.38	\$3,032.00	\$3,206.40	\$3,390.40	\$3,584.80	\$3,790.40
E012	RET SR ACCT	5	\$42.29	\$2,706.40	\$2,861.60	\$3,026.40	\$3,200.00	\$3,383.20
V237	RET SYS TECH RETIREMENT INV	5	\$49.75	\$3,184.00	\$3,366.40	\$3,560.00	\$3,764.00	\$3,980.00
E052	ANALYST I RETIREMENT INV	1	\$39.85	\$2,550.40	\$2,696.80	\$2,851.20	\$3,015.20	\$3,188.00
E053	ANALYST II REVENUE	5	\$49.82	\$3,188.80	\$3,371.20	\$3,564.80	\$3,769.60	\$3,985.60
E455	COLLECTION SPVR-E REVENUE	5	\$38.17	\$2,443.20	\$2,583.20	\$2,731.20	\$2,888.00	\$3,053.60
E458	COLLECTOR I REVENUE	1	\$24.15	\$1,545.60	\$1,634.40	\$1,728.00	\$1,827.20	\$1,932.00
E457	COLLECTOR II REVENUE	1	\$29.85	\$1,910.40	\$2,020.00	\$2,136.00	\$2,258.40	\$2,388.00
B044	COLLECTOR II-U REVENUE	1	\$29.85	\$1,910.40	\$2,020.00	\$2,136.00	\$2,258.40	\$2,388.00
B043	COLLECTOR I-U	1	\$24.15	\$1,545.60	\$1,634.40	\$1,728.00	\$1,827.20	\$1,932.00
E007	SENR ACCOUNTANT SENR ACCOUNTANT-	5	\$42.29	\$2,706.40	\$2,861.60	\$3,026.40	\$3,200.00	\$3,383.20
E009	E SENR ACCOUNTANT-	5	\$42.29	\$2,706.40	\$2,861.60	\$3,026.40	\$3,200.00	\$3,383.20
B003	U-E SENR GRAPHICS	5	\$42.29	\$2,706.40	\$2,861.60	\$3,026.40	\$3,200.00	\$3,383.20
V238	SPEC SENR INFO TECH	5	\$38.30	\$2,451.20	\$2,592.00	\$2,740.80	\$2,897.60	\$3,064.00
V234	ANALYST SENR INFO TECH	5	\$48.33	\$3,092.80	\$3,270.40	\$3,458.40	\$3,656.80	\$3,866.40
B153	ANLYST-U SENR INFO	5	\$48.33	\$3,092.80	\$3,270.40	\$3,458.40	\$3,656.80	\$3,866.40
V231	TECHNOLOGY TECH SENR INTERNAL	5	\$38.30	\$2,451.20	\$2,592.00	\$2,740.80	\$2,897.60	\$3,064.00
E093	AUDITOR SENR SYS	5	\$46.88	\$3,000.00	\$3,172.80	\$3,354.40	\$3,547.20	\$3,750.40
V225	ENGINEER SUPERVNG DIST	5	\$56.53	\$3,617.60	\$3,825.60	\$4,044.80	\$4,276.80	\$4,522.40
Q005	COORD,OES-E	5	\$41.87	\$2,680.00	\$2,833.60	\$2,996.00	\$3,168.00	\$3,349.60
V210	SYSTEMS ENGINEER SYSTEMS	5	\$48.33	\$3,092.80	\$3,270.40	\$3,458.40	\$3,656.80	\$3,866.40
B128	ENGINEER-U	5	\$48.33	\$3,092.80	\$3,270.40	\$3,458.40	\$3,656.80	\$3,866.40
V252	SYSTEM SUPP SPEC	5	\$47.38	\$3,032.00	\$3,206.40	\$3,390.40	\$3,584.80	\$3,790.40

**EXHIBIT B**  
**Appraisal Unit**

1. Within optional work plans established by the Assessor, the Assessor is willing to schedule workers' 40-hour, 4-day, 5-day or 6-day workweeks at hours other than from 8:00 a.m. to 5:00 p.m. for property appraisal assignments if this will result in the more thorough or efficient completion of assigned work during daylight hours, provided the workers work at least 6 hours per day. Notwithstanding the foregoing, the Assessor may, if necessary to successfully complete assigned work, approve a six-day work schedule in which the worker works not less than 4 hours on any of the 5 weekdays and the appropriate amount of hours on the succeeding Saturday. This provision shall not be interpreted to compel workers in the Appraisal Unit to work evenings or Saturdays without overtime compensation as provided in Section 7 (Overtime) of this MOU.
  
2. Advance Payments for Auditor-Appraisers. For out of town assignments for a period greater than one week, Auditor-Appraisers will be allowed up to \$2,000.00 as an advance on expenses.

**SEIU- Appraisal**  
**Salaries: 11/01/09**

Class Code	Class Title	Work Group	Range	A	B	C	D	E
U076	APPRAISER I	1	\$28.96	\$0.00	\$0.00	\$2,072.00	\$2,191.20	\$2,316.80
U074	APPRAISER II	2	\$35.81	\$2,292.00	\$2,423.20	\$2,562.40	\$2,709.60	\$2,864.80
U079	AUDITOR-APPRAISER I	1	\$28.96	\$0.00	\$0.00	\$2,072.00	\$2,191.20	\$2,316.80
U078	AUDITOR-APPRAISER II	2	\$35.81	\$2,292.00	\$2,423.20	\$2,562.40	\$2,709.60	\$2,864.80
U045	PRINCIPAL APPRAISER-E	2	\$48.11	\$3,079.20	\$3,256.00	\$3,442.40	\$3,640.00	\$3,848.80
U077	PRINCIPAL AUDITOR-APPRS-E	2	\$48.11	\$3,079.20	\$3,256.00	\$3,442.40	\$3,640.00	\$3,848.80
B049	PRINCIPAL AUDITR/APPRSR-U	2	\$48.11	\$3,079.20	\$3,256.00	\$3,442.40	\$3,640.00	\$3,848.80
U081	REAL PROPERTY APPR TECH	1	\$24.61	\$0.00	\$0.00	\$1,760.80	\$1,861.60	\$1,968.80
U068	SENR APPRAISER	2	\$40.65	\$2,601.60	\$2,751.20	\$2,908.80	\$3,075.20	\$3,252.00
U063	SENR AUDITOR-APPRAISER	2	\$40.65	\$2,601.60	\$2,751.20	\$2,908.80	\$3,075.20	\$3,252.00

**EXHIBIT C**  
**Office and Technical Services Unit**

1. Clerical workers who work in the Sheriff's Department and are required to wear uniforms shall receive a uniform allowance as specified below:
  - (a) An initial payment of four hundred dollars (\$400.00) shall be made when the worker is hired by or transferred into a Division requiring uniforms.
  - (b) A maintenance allowance of four hundred dollars (\$400.00) shall be made on their anniversary date for current workers. The above payments shall be made on the employment or transfer anniversary date for new workers. Such payments are made for uniform needs of the preceding year and workers shall make any required purchases to maintain uniforms within thirty (30) days of receipt of payment.
  - (c) Effective October 15, 2000, the amounts described in paragraphs (a) and (b) above shall be increased from four hundred dollars (\$400.00) to four hundred twenty-five dollars (\$425.00). Effective October 14, 2001, the amounts described in paragraphs (a) and (b) above shall be increased from four hundred twenty-five dollars (\$425.00) to four hundred fifty dollars (\$450.00).
  - (d) In the event the Sheriff's Department changes its required uniform, the County agrees to meet and confer with the Union concerning such change and the cost of purchasing new uniforms.
2. ISD workers who are required in writing to carry pagers after their assigned work hours will be compensated in accordance with Section 10 (On-Call Duty).
3. Mail Service Drivers assigned to the central mail room as mail machine operators shall receive premium pay at the rate of 8.6% of his/her salary in addition to all other compensation. Only one Driver may be so assigned at one time.
4. Storekeepers assigned to inventory management of the Food and Nutrition Services Unit shall receive compensation of 6% in addition to all other compensation. Only two employees at a time may be so assigned.
5. Public Works Technicians who are assigned to perform field survey work and are required to wear safety shoes while performing such duties shall receive a bi-annual cash payment of \$175.00 on each "even" year to cover the cost of such safety shoes, which must meet safety criteria as determined by the department.
6. The Sheriff's Criminal Records Supervisor assigned to and performing the duties of CLETS Agency Terminal Coordinator shall receive premium pay of 5% in addition to all other compensation. Only one Sheriff's Criminal Records Supervisor at a time may be so assigned.

**SEIU- Office and Technical  
Salaries: 11/01/09**

Class Code	Class Title	Work Group	Range	A	B	C	D	E
B067	FISCAL OFFICE SPEC-U	1	\$26.47	\$1,694.40	\$1,791.20	\$1,894.40	\$2,002.40	\$2,117.60
N041	GRAPHICS SPECIALIST	1	\$31.44	\$2,012.00	\$2,128.00	\$2,249.60	\$2,378.40	\$2,515.20
B028	GRAPHICS SPECIALIST-U	1	\$31.44	\$2,012.00	\$2,128.00	\$2,249.60	\$2,378.40	\$2,515.20
E486	HEALTH BENEFITS SUPV	5	\$39.85	\$2,550.40	\$2,696.80	\$2,851.20	\$3,015.20	\$3,188.00
E483	HLTH BENEFITS ANALYST I	1	\$25.98	\$0.00	\$0.00	\$1,859.20	\$1,965.60	\$2,078.40
E484	HLTH BENEFITS ANALYST II HOSPITAL UNIT	1	\$29.43	\$1,883.20	\$1,991.20	\$2,105.60	\$2,226.40	\$2,354.40
E418	COORDINATOR LD PATIENT SVCS ASST- U	1	\$24.79	\$1,586.40	\$1,677.60	\$1,773.60	\$1,875.20	\$1,983.20
B031	U LEAD ASSESS/RECDR TECH- Y	1	\$28.36	\$1,815.20	\$1,919.20	\$2,029.60	\$2,145.60	\$2,268.80
E328-Y	Y LEAD ASSESS/RECORD TECH	1	\$24.94	\$0.00	\$0.00	\$0.00	\$0.00	\$1,995.20
E324	TECH LEAD CHLD SUPP CUST SVCS	1	\$25.19	\$1,612.00	\$1,704.80	\$1,802.40	\$1,905.60	\$2,015.20
E438	SVCS LEAD COMPUTER OPERATOR	1	\$31.23	\$1,998.40	\$2,113.60	\$2,234.40	\$2,363.20	\$2,498.40
E430	OPERATOR	1	\$33.43	\$2,139.20	\$2,262.40	\$2,392.00	\$2,529.60	\$2,674.40
E550	LEAD COPY OPERATOR LEAD DEPUTY COURT CLERK	1	\$24.95	\$1,596.80	\$1,688.80	\$1,785.60	\$1,888.00	\$1,996.00
E395	CLERK	1	\$28.18	\$1,803.20	\$1,907.20	\$2,016.00	\$2,132.00	\$2,254.40
E442	LEAD ESTATE PROP OFF	1	\$29.06	\$1,860.00	\$1,966.40	\$2,079.20	\$2,198.40	\$2,324.80
E349	LEAD FISCAL OFFICE ASST LEAD FISCAL OFFICE ASST- U	1	\$25.19	\$1,612.00	\$1,704.80	\$1,802.40	\$1,905.60	\$2,015.20
B025	U LEAD HLTH BENEFITS ANALYS	1	\$25.19	\$1,612.00	\$1,704.80	\$1,802.40	\$1,905.60	\$2,015.20
E485	ANALYS	1	\$31.64	\$2,024.80	\$2,140.80	\$2,264.00	\$2,393.60	\$2,531.20
E374	LEAD LEGAL OFFICE ASST	1	\$29.08	\$1,860.80	\$1,968.00	\$2,080.80	\$2,200.00	\$2,326.40
B030	LEAD LEGAL OFFICE ASST-U LEAD LEGAL PROCESS TECH	1	\$29.08	\$1,860.80	\$1,968.00	\$2,080.80	\$2,200.00	\$2,326.40
E389	TECH LEAD LEGAL PROCESS	1	\$26.64	\$1,704.80	\$1,802.40	\$1,906.40	\$2,015.20	\$2,131.20
B073	TECH-U	1	\$26.64	\$1,704.80	\$1,802.40	\$1,906.40	\$2,015.20	\$2,131.20
E379	LEAD LEGAL SECRETARY LEAD LEGAL WORD PROCESSOR	1	\$32.24	\$2,063.20	\$2,181.60	\$2,307.20	\$2,439.20	\$2,579.20
E356	PROCESSOR	1	\$29.80	\$1,907.20	\$2,016.80	\$2,132.00	\$2,254.40	\$2,384.00
E401	LEAD MAIL SVCS DRIVER LEAD MEDICAL OFFICE ASST	1	\$24.95	\$1,596.80	\$1,688.80	\$1,785.60	\$1,888.00	\$1,996.00
E419	ASST	1	\$27.92	\$1,787.20	\$1,889.60	\$1,997.60	\$2,112.80	\$2,233.60
E336	LEAD OFFICE ASST	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
E413	LEAD PATIENT SVCS ASST	1	\$28.36	\$1,815.20	\$1,919.20	\$2,029.60	\$2,145.60	\$2,268.80
V102	LEAD PRODUCTION TECH LEAD PROPERTY TRANS ASST	1	\$31.06	\$1,988.00	\$2,101.60	\$2,222.40	\$2,349.60	\$2,484.80
E450	ASST LEAD RECORDS CENTER ASST	1	\$27.08	\$1,732.80	\$1,832.80	\$1,937.60	\$2,048.80	\$2,166.40
E482	ASST	1	\$26.64	\$1,704.80	\$1,802.40	\$1,906.40	\$2,015.20	\$2,131.20
E408	LEAD STOREKEEPER LEAD WORD PROC OPERATOR	1	\$25.97	\$1,662.40	\$1,757.60	\$1,858.40	\$1,964.80	\$2,077.60
E357	OPERATOR	1	\$25.78	\$1,649.60	\$1,744.80	\$1,844.80	\$1,950.40	\$2,062.40
E372	LEGAL OFFICE ASST I	1	\$24.11	\$1,543.20	\$1,631.20	\$1,724.80	\$1,824.00	\$1,928.80

E373	LEGAL OFFICE ASST II	1	\$25.42	\$1,627.20	\$1,720.00	\$1,819.20	\$1,923.20	\$2,033.60
B138	LEGAL OFFICE ASST II-U	1	\$25.42	\$1,627.20	\$1,720.00	\$1,819.20	\$1,923.20	\$2,033.60
B137	LEGAL OFFICE ASST I-U LEGAL OFFICE SERV	1	\$24.11	\$1,543.20	\$1,631.20	\$1,724.80	\$1,824.00	\$1,928.80
E376	SUPVR-E	1	\$34.60	\$2,214.40	\$2,341.60	\$2,476.00	\$2,617.60	\$2,768.00
E375	LEGAL OFFICE SPECIALIST LEGAL OFFICE SPECIALIST-	1	\$29.08	\$1,860.80	\$1,968.00	\$2,080.80	\$2,200.00	\$2,326.40
B055	U	1	\$29.08	\$1,860.80	\$1,968.00	\$2,080.80	\$2,200.00	\$2,326.40
E387	LEGAL PROCESS TECH I	1	\$22.20	\$1,420.80	\$1,502.40	\$1,588.80	\$1,680.00	\$1,776.00
B071	LEGAL PROCESS TECH I-U	1	\$22.20	\$1,420.80	\$1,502.40	\$1,588.80	\$1,680.00	\$1,776.00
E377	LEGAL SECRETARY I	1	\$26.94	\$1,724.00	\$1,823.20	\$1,928.00	\$2,038.40	\$2,155.20
E378	LEGAL SECRETARY II	1	\$29.98	\$1,918.40	\$2,028.80	\$2,144.80	\$2,268.00	\$2,398.40
E355	LEGAL WORD PROCESSOR LEGAL WORD PROCESSOR-	1	\$27.01	\$1,728.80	\$1,828.00	\$1,932.80	\$2,043.20	\$2,160.80
B068	U	1	\$27.01	\$1,728.80	\$1,828.00	\$1,932.80	\$2,043.20	\$2,160.80
E399	MAIL SERVICES AIDE	1	\$19.19	\$1,228.00	\$1,298.40	\$1,372.80	\$1,452.00	\$1,535.20
E400	MAIL SERVICES DRIVER	1	\$22.27	\$1,425.60	\$1,507.20	\$1,593.60	\$1,684.80	\$1,781.60
E416	MEDICAL OFFICE ASST I	1	\$22.36	\$1,431.20	\$1,512.80	\$1,600.00	\$1,692.00	\$1,788.80
E417	MEDICAL OFFICE ASST II	1	\$24.09	\$1,541.60	\$1,630.40	\$1,724.00	\$1,822.40	\$1,927.20
B078	MEDICAL OFFICE ASST II-U	1	\$24.09	\$1,541.60	\$1,630.40	\$1,724.00	\$1,822.40	\$1,927.20
B077	MEDICAL OFFICE ASST I-U MEDICAL OFFICE SERV SUP-	1	\$22.36	\$1,431.20	\$1,512.80	\$1,600.00	\$1,692.00	\$1,788.80
E421	E	1	\$33.21	\$2,125.60	\$2,247.20	\$2,376.00	\$2,512.80	\$2,656.80
B076	MEDICAL OFFICE SPEC - U MEDICAL OFFICE	1	\$27.92	\$1,787.20	\$1,889.60	\$1,997.60	\$2,112.80	\$2,233.60
E420	SPECIALIST MEDICAL	1	\$27.92	\$1,787.20	\$1,889.60	\$1,997.60	\$2,112.80	\$2,233.60
E361	TRANSCRIPTIONIST	1	\$26.09	\$1,669.60	\$1,765.60	\$1,867.20	\$1,973.60	\$2,087.20
E396	MICROFILM TECHNICIAN I	1	\$19.19	\$1,228.00	\$1,298.40	\$1,372.80	\$1,452.00	\$1,535.20
E397	MICROFILM TECHNICIAN II	1	\$23.20	\$1,484.80	\$1,569.60	\$1,660.00	\$1,755.20	\$1,856.00
E334	OFFICE ASSISTANT I	1	\$19.33	\$1,236.80	\$1,308.00	\$1,383.20	\$1,462.40	\$1,546.40
E335	OFFICE ASSISTANT II	1	\$22.22	\$1,422.40	\$1,504.00	\$1,589.60	\$1,680.80	\$1,777.60
B070	OFFICE ASSISTANT II-U	1	\$22.22	\$1,422.40	\$1,504.00	\$1,589.60	\$1,680.80	\$1,777.60
B069	OFFICE ASSISTANT I-U OFFICE SERVICES SUPVSR-	1	\$19.33	\$1,236.80	\$1,308.00	\$1,383.20	\$1,462.40	\$1,546.40
E338	E	5	\$29.90	\$1,913.60	\$2,023.20	\$2,139.20	\$2,262.40	\$2,392.00
E337	OFFICE SPECIALIST	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
B019	OFFICE SPECIALIST-U	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
E008	PARALEGAL	1	\$32.24	\$2,063.20	\$2,181.60	\$2,307.20	\$2,439.20	\$2,579.20
B008	PARALEGAL-U	1	\$32.24	\$2,063.20	\$2,181.60	\$2,307.20	\$2,439.20	\$2,579.20
E411	PATIENT SERVICES ASST I	1	\$23.49	\$1,503.20	\$1,589.60	\$1,680.80	\$1,777.60	\$1,879.20
E412	PATIENT SERVICES ASST II	1	\$24.79	\$1,586.40	\$1,677.60	\$1,773.60	\$1,875.20	\$1,983.20
E414	PATIENT SERVICES SPEC PATIENT SERVICES	1	\$28.36	\$1,815.20	\$1,919.20	\$2,029.60	\$2,145.60	\$2,268.80
E415	SUPVSR-E	1	\$35.25	\$2,256.00	\$2,385.60	\$2,522.40	\$2,667.20	\$2,820.00
B084	PATIENT SVCS ASST II-U	1	\$24.79	\$1,586.40	\$1,677.60	\$1,773.60	\$1,875.20	\$1,983.20
B083	PATIENT SVCS ASST I-U PATIENT SVCS	1	\$23.49	\$1,503.20	\$1,589.60	\$1,680.80	\$1,777.60	\$1,879.20
B085	SUPERVISOR-U	1	\$35.25	\$2,256.00	\$2,385.60	\$2,522.40	\$2,667.20	\$2,820.00
E403	PAYROLL/PERS SVC SPEC	1	\$26.47	\$1,694.40	\$1,791.20	\$1,894.40	\$2,002.40	\$2,117.60
V100	PRODUCTION TECH I	1	\$24.43	\$1,563.20	\$1,653.60	\$1,748.00	\$1,848.00	\$1,954.40
V101	PRODUCTION TECH II	1	\$27.01	\$1,728.80	\$1,828.00	\$1,932.80	\$2,043.20	\$2,160.80
E367	PUBLIC SVCS ASSISTANT	1	\$20.63	\$1,320.00	\$1,396.00	\$1,476.00	\$1,560.80	\$1,650.40
E368	PUBLIC SVCS SPECIALIST	1	\$23.33	\$1,492.80	\$1,578.40	\$1,669.60	\$1,764.80	\$1,866.40

N010	PUBLIC WORKS TECH I	1	\$29.25	\$1,872.00	\$1,979.20	\$2,092.80	\$2,212.80	\$2,340.00
N011	PUBLIC WORKS TECH II	1	\$34.31	\$2,196.00	\$2,321.60	\$2,455.20	\$2,596.00	\$2,744.80
B193	PUBLIC WORKS TECH II-U	1	\$34.31	\$2,196.00	\$2,321.60	\$2,455.20	\$2,596.00	\$2,744.80
B192	PUBLIC WORKS TECH I-U	1	\$29.25	\$1,872.00	\$1,979.20	\$2,092.80	\$2,212.80	\$2,340.00
E405	PURCHASING TECHNICIAN RECORDABLE DOCUMENT	1	\$23.94	\$1,532.00	\$1,620.00	\$1,712.80	\$1,811.20	\$1,915.20
E363	INDEX	1	\$24.87	\$1,592.00	\$1,683.20	\$1,779.20	\$1,881.60	\$1,989.60
E459	RECORDS CENTER ASST I	1	\$23.31	\$1,492.00	\$1,577.60	\$1,668.00	\$1,764.00	\$1,864.80
E460	RECORDS CENTER ASST II RECORDS CENTER	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
E473	SUPVSR-E	1	\$29.19	\$1,868.00	\$1,975.20	\$2,088.80	\$2,208.80	\$2,335.20
E493	RET SUPPORT SPEC	1	\$27.24	\$1,743.20	\$1,843.20	\$1,948.80	\$2,060.80	\$2,179.20
E491	RETIREMENT ANALYST	1	\$32.94	\$2,108.00	\$2,228.80	\$2,356.80	\$2,492.00	\$2,635.20
E447	SHERIFF'S CRIM RD SUPV-E	5	\$33.20	\$2,124.80	\$2,246.40	\$2,375.20	\$2,512.00	\$2,656.00
E445	SHERIFF'S CRIM RD TECH I	1	\$23.93	\$1,531.20	\$1,619.20	\$1,712.00	\$1,810.40	\$1,914.40
E446	SHERIFF'S CRIM RD TECH II	1	\$25.34	\$1,621.60	\$1,715.20	\$1,812.80	\$1,917.60	\$2,027.20
E492	SR RET ANALYST	1	\$38.63	\$2,472.00	\$2,614.40	\$2,764.00	\$2,922.40	\$3,090.40
E406	STOREKEEPER I	1	\$19.64	\$1,256.80	\$1,328.80	\$1,405.60	\$1,485.60	\$1,571.20
E407	STOREKEEPER II	1	\$23.94	\$1,532.00	\$1,620.00	\$1,712.80	\$1,811.20	\$1,915.20
E410	STOREKEEPING SPVSR-E SUPERVNG LEGAL	1	\$29.19	\$1,868.00	\$1,975.20	\$2,088.80	\$2,208.80	\$2,335.20
E380	SECRETRY-E SURPLUS PROPERTY	1	\$37.07	\$2,372.80	\$2,508.80	\$2,652.80	\$2,804.80	\$2,965.60
E409	OFFCR	1	\$30.06	\$1,924.00	\$2,034.40	\$2,151.20	\$2,274.40	\$2,404.80
E352	WORD PROC OPERATOR I	1	\$22.31	\$1,428.00	\$1,509.60	\$1,596.00	\$1,688.00	\$1,784.80
E353	WORD PROC OPERATOR II	1	\$23.73	\$1,518.40	\$1,605.60	\$1,697.60	\$1,795.20	\$1,898.40

## EXHIBIT D Library Unit

1. Work Location - When a worker is temporarily assigned to work at a location different from the regularly assigned work location, and when said assignment results in work at more than one location in a given day, the worker shall be reimbursed for the use of the worker's own vehicle in accordance with the County regulations.
2. Working Conditions - If the department head, or the Safety Officer after conferring with the department head, determines that the physical conditions in any of the Library buildings have become a safety or health hazard, workers shall not be required to work at such facility while such condition exists. If the department head or his/her representative or the County Safety Officer is not available the person in charge of the branch library shall make any necessary decision in accordance with established guidelines.
3. Paychecks - The County agrees that paychecks will be available at regular work locations on regular paydays. A worker may request to pick up his/her paycheck at the Central Library. The Library intends to distribute the Central Library worker's paychecks to the appropriate supervisors or designated representatives for distribution to the workers. It is understood that the supervisors or designated representatives will be required to sign for the receipt of such paychecks.
4. Workers in the Librarian I, Library Assistant I, and Library Technician I classifications who are promoted to the Librarian II, Library Assistant II, and Library Technician II classifications and who fail the probationary period at the II level shall have the right to return to the I level. It is understood that this language applies only to the Library Unit, is not precedent setting in any way and shall not apply to any other flexibly staffed positions in the County.
5. Additional Hours - Permanent part-time workers who desire to work hours outside their current schedule, either at home branch or at other branches, are responsible for completing the on-call form specifying location(s), days and hours for which they will accept assignments. The completed form must then be filed with each location where work is desired. It is each worker's responsibility to notify each designated location when any of the information changes. The Branch Manager / Circulation Supervisor, or designee, will first contact permanent part-time workers before calling extra-help except in emergencies. The notice of available work will be sent via e-mail, fax or telephone to workers who have filed the on-call form. Unless a "yes" response is received within four (4) days of notification, extra-help may be called. Once an offer has been made and not accepted, permanent part-time workers cannot "bump" extra-help from those hours and days.

Either party shall have the right to re-open this Section 5 no earlier than May 1, 1997.

6. The County agrees to meet with union representatives within 60 days of ratification of the MOU to discuss how employees are assigned to work Sunday hours.

**SEIU- Library**  
**Salaries: 11/01/09**

Class Code	Class Title	Work Group	Range	A	B	C	D	E
	CIRCULATION							
K008	SUPERVISOR-E	1	\$32.08	\$2,052.80	\$2,171.20	\$2,295.20	\$2,427.20	\$2,566.40
K001	LIBRARIAN I	5	\$31.92	\$2,043.20	\$2,160.00	\$2,284.00	\$2,415.20	\$2,553.60
K002	LIBRARIAN II	5	\$34.81	\$2,228.00	\$2,356.00	\$2,491.20	\$2,633.60	\$2,784.80
E071	LIBRARY AIDE-EH	1	\$13.57	\$868.80	\$918.40	\$971.20	\$1,026.40	\$1,085.60
	LIBRARY ASSISTANT							
K011	BKMB OP	1	\$27.87	\$1,784.00	\$1,886.40	\$1,994.40	\$2,108.80	\$2,229.60
K009	LIBRARY ASSISTANT I	1	\$21.84	\$0.00	\$0.00	\$1,562.40	\$1,652.80	\$1,747.20
K010	LIBRARY ASSISTANT II	1	\$25.80	\$1,651.20	\$1,745.60	\$1,846.40	\$1,952.00	\$2,064.00
K014	LIBRARY TECHNICIAN I	1	\$21.84	\$0.00	\$0.00	\$1,562.40	\$1,652.80	\$1,747.20
	LIBRARY TECHNICIAN							
K012	II	1	\$25.80	\$1,651.20	\$1,745.60	\$1,846.40	\$1,952.00	\$2,064.00
K007	LITERACY SPECIALIST	1	\$31.54	\$2,018.40	\$2,134.40	\$2,256.80	\$2,386.40	\$2,523.20
	PROJECT READ							
K006	PROGRAM DIR	1	\$37.11	\$2,375.20	\$2,511.20	\$2,655.20	\$2,808.00	\$2,968.80
K017	SENR LIBRARY ASST	1	\$27.35	\$1,750.40	\$1,851.20	\$1,956.80	\$2,069.60	\$2,188.00
K016	SENR LIBRARY TECH	1	\$27.35	\$1,750.40	\$1,851.20	\$1,956.80	\$2,069.60	\$2,188.00

**EXHIBIT E**  
**Engineering Unit**

**SEIU- Engineering**  
**Salaries: 11/01/09**

Class Code	Class Title	Work Group	Range	A	B	C	D	E
N060	CONSTRUCTION INSPECTOR I	1	\$33.71	\$2,157.60	\$2,281.60	\$2,412.00	\$2,550.40	\$2,696.80
N062	CONSTRUCTION INSPECTOR II	1	\$39.64	\$2,536.80	\$2,682.40	\$2,836.80	\$2,999.20	\$3,171.20
N017	DELINEATOR I	1	\$31.44	\$2,012.00	\$2,128.00	\$2,249.60	\$2,378.40	\$2,515.20
N053	DRAFTING TECHNICIAN I	1	\$29.25	\$1,872.00	\$1,979.20	\$2,092.80	\$2,212.80	\$2,340.00
N052	DRAFTING TECHNICIAN II	1	\$34.31	\$2,196.00	\$2,321.60	\$2,455.20	\$2,596.00	\$2,744.80
N043	GRAPHICS COMMUNCTN SPEC	1	\$39.26	\$2,512.80	\$2,656.80	\$2,809.60	\$2,970.40	\$3,140.80
U005	REAL PROPERTY AGENT I	1	\$31.47	\$0.00	\$0.00	\$2,252.00	\$2,380.80	\$2,517.60
U004	REAL PROPERTY AGENT II	1	\$43.19	\$2,764.00	\$2,922.40	\$3,090.40	\$3,268.00	\$3,455.20
U003	REAL PROPERTY AGENT III	1	\$47.99	\$3,071.20	\$3,247.20	\$3,433.60	\$3,631.20	\$3,839.20
N051	SENR DRAFTING TECHNICIAN	1	\$38.45	\$2,460.80	\$2,601.60	\$2,751.20	\$2,908.80	\$3,076.00
N035	SUPERVNG PUBLIC WORKS TEC	1	\$43.80	\$2,803.20	\$2,964.00	\$3,134.40	\$3,313.60	\$3,504.00

## **EXHIBIT F**

### **Career Opportunities Program**

#### **1. Classifications that will be opened on a Promotional Basis**

- Administrative Assistant I
- Airport Operations Specialist I
- Appraiser I
- Automobile Mechanic Trainee
- Automotive Service Worker I
- Buyer I
- Code Compliance Officer I
- Communications Dispatcher I/Call Taker
- Construction Inspector I
- Deputy Public Administrator I
- Deputy Public Guardian I
- Elections Specialist I
- Employment Services Specialist I
- Estate Property Officer
- Fraud Investigator I
- Housing and Community Development Specialist I
- Human Resources Technician
- Human Services Analyst I
- Locksmith Trainee
- Mail Services Driver
- Operating Room Technician
- Real Property Agent I
- Recordable Document Examiner I
- Retirement Specialist I
- Road Equipment Operator I
- Road Maintenance Worker II
- Social Worker I
- Stationary Engineer I
- Storekeeper I
- Utility Worker I
- Vocational Rehabilitation Counselor I

**NOTE:** If a sufficient number of County employees do not apply for recruitments on the above named classifications, the Labor-Management Committee will evaluate the need to remove them from the promotional list.

## **2. Classifications that will be opened on an Open and Promotional Basis**

- Accountant I
- Assistant Systems Engineer
- Auditor-Appraiser I
- Building Inspector I
- Building Permit Technician I
- Community Program Specialist I
- Construction Inspector I
- Cook I
- Deputy Probation Officer I
- Electrograph Technician I
- Environmental Health Technician I
- Equipment Mechanic I
- Child Support Officer I
- Forensic Specialist I
- Gardener
- Laboratory Assistant II
- Management Analyst I
- Medical Unit Assistant
- Mental Health Counselor I
- Park Ranger I
- Pharmacy Technician
- Planner I
- Production Technician I
- Public Health Laboratory Technician I
- Public Works Technician I
- Road Maintenance Worker I
- Shelter Care Counselor I
- Sheriff's Criminal Records Technician I
- Therapy Aide

**NOTE:** Any of the above-named classifications may be opened on a promotional only basis.

### 3. Transfer Program

The transfer program allows employees to transfer from one position to another as long as the transfer is in the same grouping, as listed below, or within their same classification and if the employees meets the minimum qualifications for the position and possesses the required certificates, licenses, education, experience, etc. The use of the Transfer Program is an option in filling positions.

Data Entry Operator I/II  
Fiscal Office Assistant I/II  
Legal Office Assistant I/II  
Public Service Specialist  
Deputy Court Clerk I/II  
Office Assistant I/II  
Sheriff's Criminal Records Technician I/II  
Medical Office Assistant I/II  
Medical Unit Assistant  
Patient Services Assistant I/II  
Word Processing Operator I/II  
Legal Word Processing Operator I/II  
Medical Word Processing Operator I/II

Certified Nursing Technician  
Medical Services Assistant II

Occupational Therapist I/II  
Occupational Therapist I/II - PHC

Physical Therapist I/II  
Physical Therapist I/II – PHC

Deputy Public Guardian I/II/III  
Marriage, Family, Child Counselor I/II  
Vocational Rehabilitation Counselor I/II/III  
Family Court Counselors  
Psychiatric Social Worker I/II  
Social Worker I/II/III  
Creative Arts Therapist

Auditor-Appraiser I/II  
Appraiser I/II  
Real Property Agent I/II/III

Library Assistant I/II  
Library Technician I/II

Benefits Analyst I/II  
Child Support Officer I/II  
Revenue Collector I/II

Group Supervisor I/II  
Shelter Care Counselor I/II

Environmental Health Specialist I/II/III  
Hazardous Materials Specialist I/II/III  
District Coordinator, OES

Park Ranger I/II  
Gardener

Internal Auditor I/II  
Accountant I/II

Property Transfer Assistant I/II  
Recordable Document Examiner I/II

Associate Systems Engineer  
Information Technology Technician

Paralegal  
Legal Secretary I/II  
Administrative Secretary I  
Administrative Secretary II  
Administrative Secretary III

Systems Engineer  
Information Technology Analyst

Executive Secretary  
Executive Assistant

Housing and Community Development Specialist  
I/II/III  
Planner I/II/III

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
981 Industrial Suite A  
San Carlos, CA 94070

Dear Mr. Steinmeier:

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of November 1, 2009, through August 7, 2010.

1. Letters of Reprimand. The County agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within Letters of Reprimand.
2. Job Search. It is the intent of the County to allow a reasonable amount of County time for job search for workers whose positions have been identified as at risk of elimination.
4. Automatic Deposit of Paychecks. The County agrees to provide Direct Deposit of paychecks to workers. The Union agrees to encourage the use of Direct Deposit. Direct deposit shall be mandatory for all employees hired after October 30, 1999.
5. Promotions. It is the County's practice and policy to consider relevant experience, including relevant experience as a trainer or in work-out-of-classification assignments, in qualifying for promotions. The County agrees to meet with the Union to discuss any situations where it is alleged that such relevant experience has not been considered. It is also the County's practice and policy to inform applicants of the reason for rejection of applications/qualifications, of the method of appeal, and of additional training or experience required to qualify. The County agrees to meet with the Union to discuss any situations where it is alleged that such information has not been provided.
6. Spanish Language Courses. The County agrees to make Spanish language courses available to workers at the East Palo Alto Public Health Clinic and elsewhere where bilingual staff are needed as determined by the County. Time for these classes shall be evenly split between on-the-clock time (Code 001) for which the workers shall be paid and off-the-clock time for which the workers shall not be paid.
7. The County agrees to discuss the Union's concerns regarding adequate choice of physicians and chiropractic coverage. These discussions will be held as part of the Labor Management Health Care Cost Containment Committee. A labor management committee will meet periodically to explore means to improve Point of Service access.
8. Parity. During the final year of the agreement, the parties will meet to discuss concerns the Union has raised regarding the comparability of salary for represented classes with comparable agencies. Issues which may be discussed include factors in determining salary parity and competitiveness and the County's methodology in adjusting wages where deemed warranted.
9. Extra Help. The County agrees to meet with the Union when concerns about the use of Extra Help arise.

10. Service Credit. Government Code Section 31658 (Assembly Bill 55) provides that, upon Board of Supervisors' enactment of an enabling resolution, active members of retirement systems with at least five years of service credit may purchase up to five years of additional retirement credit ("air time").

Section 31658 mandates that the member must pay an amount that "at the time of commencement of purchase, in the opinion of the board and the actuary, is sufficient to not place any additional financial burden upon the retirement system." Within 120 days from the execution of the SEIU MOU, the County Manager will present an update regarding the implementation of Section 31658 to the Board of Supervisors for the Board's determination.

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

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

**APPROVED AND ACCEPTED:**

**SEIU Local 521**

**County of San Mateo**

By \_\_\_\_\_

By \_\_\_\_\_

## **TELECOMMUTING PROGRAM**

The Telecommuting Program allows a worker to work at a site other than a County office. For instance, telecommuting workers may work out of their home or at another location near their residence.

In January 1992, the County and the Union agreed upon and implemented a prototype Telecommuting Program. The Union reserves the right to renegotiate the Telecommuting Policies and Procedures, as necessary, based on the results of the trial period, before further implementation of the Telecommuting Program. By the end of June, the Labor-Management Telecommuting Committee will recommend to the Board of Supervisors what policies and procedures should be adopted to continue this option to County workers.

A worker is eligible to participate in telecommuting by:

- a) Completing an application requesting consideration for telecommuting.
- b) Receiving management authorization to telecommute.
- c) Participating in a Supervisor-Telecommuter training session.
- d) Developing a written telecommuting contract with the supervisor that describes how telecommuting will be handled in accordance with County policy.

Telecommuting may be terminated at the request of either the worker or management. If a worker's application is denied by his/her manager, or if the worker is removed from the Telecommuting Program by the manager, s/he will have the right to request a mediator to meet with him/her and the manager to attempt to develop a feasible telecommuting plan. The mediator shall be a member of the Telecommuting Committee.

### **Review Process**

All applications, whether approved or denied, will be reviewed by the Human Resources Director and the County Manager. The Telecommuting Committee will review all approvals and denials.

For more detailed information on the Telecommuting Program, ask your manager for a copy of the Telecommuting Policies and Procedures.

# Your Rights under the Family and Medical Leave Act of 1993

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons. Employees are eligible if they have worked for their employer for at least one year, and for 1,250 hours over

the previous 12 months, and if there are at least 50 employees within 75 miles. The FMLA permits employees to take leave on an intermittent basis or to work a reduced schedule under certain circumstances.

## Reasons for Taking Leave:

Unpaid leave must be granted for *any* of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

At the employee's or employer's option, certain kinds of *paid* leave may be substituted for unpaid leave.

## Advance Notice and Medical Certification:

The employee may be required to provide advance leave notice and medical certification. Taking of leave may be denied if requirements are not met.

- The employee ordinarily must provide 30 days advance notice when the leave is "foreseeable."
- An employer may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions (at the employer's expense) and a fitness for duty report to return to work.

## Job Benefits and Protection:

- For the duration of FMLA leave, the employer must maintain the employee's health coverage under any "group health plan."



U.S. Department of Labor  
Employment Standards Administration  
Wage and Hour Division  
Washington, D.C. 20210

- Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.
- The use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Unlawful Acts by Employers:

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA;
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement:

- The U.S. Department of Labor is authorized to investigate and resolve complaints of violations.
- An eligible employee may bring a civil action against an employer for violations.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## For Additional Information:

If you have access to the Internet visit our FMLA website: <http://www.dol.gov/esa/whd/fmla>. To locate your nearest Wage-Hour Office, telephone our Wage-Hour toll-free information and help line at 1-866-4USWAGE (1-866-487-9243): a customer service representative is available to assist you with referral information from 8am to 5pm **in your time zone**; or log onto our Home Page at <http://www.wagehour.dol.gov>.

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November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

**SEIU Sideletter on Shift Differential Changes**

Dear Mr. Steinmeier:

This will confirm understandings reached between the parties concerning changes in the Shift Differential provisions of the MOU in the recently completed negotiations.

1. During the course of negotiations, the County discovered that some employees were not being correctly compensated under the shift differential provision in the MOU. The County will provide 90 days notice prior to terminating payment to those employees who are receiving shift differential that they are not entitled to. For those employees who are not receiving shift differential for all hours for which they are entitled, the County will make prospective corrections immediately.
2. Under the prior MOU, full-time employees who worked shifts of more than eight hours that began before 2:00 p.m. with at least five hours worked after 2:00 p.m., shift differential would be paid for all hours after 2:00 p.m. This provision has been deleted from the current MOU. For employees who were receiving shift differential under the provisions of the deleted Section 8.3 of the prior MOU, the following provisions will apply:
  - The County will meet and confer with SEIU about these situations and will continue to pay the shift differential during the meet and confer process.
  - The County will determine whether such shifts can be modified to start at 2:00 p.m. If this is not feasible from an operation standpoint, current staff will be “grandfathered in” and will continue to receive the shift differential per the prior Section 8.3.
  - This grandfather provision applies only to employees who are assigned such a shift, not those who opt for a 9 or 10 hour shift if an 8 hour shift is available.
3. Under the prior MOU, employees who worked 8 hour shifts that began before 2:00 p.m. were not eligible for shift differential. The parties agree that, for employees working 8 hour shifts which extend beyond 6:00 p.m., shift differential shall be paid for all hours after 6:00 p.m. This provision applies only to employees who are assigned to work past 6:00 p.m., not those who opt to do so.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

It is the County's policy and goal that all workers shall be treated with respect and dignity. To that end, managers, supervisors, and line workers will each have an obligation of mutual respect.

This shall not prevent a manager or supervisor from providing training or correction to workers and shall not prevent a line worker from responding on their own behalf or offering their personal opinion on the subject under discussion. However, each is expected to do so in a civil manner and without name-calling or demeaning tone. Correction of work performance, when given by a supervisor, shall normally be done in private.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

It has been the County's policy to investigate allegations of harassment made by workers of this County against their supervisors. Admittedly, harassment is a very subjective matter, but the County has and will continue to investigate said allegations and attempt to resolve the problem in an expeditious manner. The County will also investigate and attempt to resolve in an expeditious manner problems that are brought to our attention concerning the narrative section of performance evaluation.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

In previous negotiations with SEIU, the Union raised concerns about occupational health and safety.

Any concerns about the process for reporting and/or resolving occupational health and safety issues may be directed to the Central Safety Committee. The County is committed to developing systems and procedures for the resolution of such concerns.

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 1, 2009

Nick Steinmeier  
Internal Organizing Director  
SEIU Local 521

Dear Mr. Steinmeier:

“Rule of Seven” Explanation

The process of certifying names from eligible lists is governed by Section 4 of Civil Service Commission Rule IX.

- If a list other than a reemployment eligible list is to be used, the top seven available candidates on the eligible list are certified to the appointing authority.
- If any other candidates have the same score as the number seven candidate, they are also certified to the vacancy.
- If more than one vacancy is being filled, the base number of candidates to be certified is increased by one for each additional vacancy. For example, if there are not ties at number seven on the list and there are two vacancies, eight names are certified. If two individuals are tied at number seven and there are two vacancies, eight names are certified.
- Names are removed from the eligible list in accordance with the provisions of Section 4 of Rule VIII. When a name is removed from the list under this Section, the next highest scoring candidate is added to the list.
- If the list contains six or less names, the Appointing authority may select from that list, schedule another examination or use an alternate eligible list.

Sincerely,

Donna Vaillancourt  
Human Resources Director

## **Rule IX**

### **REQUISITION AND CERTIFICATION**

**SECTION 1. REQUISITION OR REQUEST FOR PERSONNEL:** Whenever a vacancy in the classified service is to be filled, other than by transfer or demotion, the appointing authority will notify the Director as far in advance as possible and request certification on a form prescribed by the Director. In cases where selective certification based on bona fide occupational qualifications or on special skill requirements is desired the personnel requisition will include complete justification. Following receipt of a request for personnel the Director will determine which eligible list is to be used.

**SECTION 2. PRIORITY OF ELIGIBLE LISTS:** Eligible lists shall be certified to fill permanent vacancies in the following order:

- A. Departmental Reemployment Eligible List
- B. General Reemployment Eligible List
- C. Promotional Eligible List (General and Departmental)
- D. General Eligible List
- E. Reinstatement Eligible List shall be certified in addition to C and D above and shall be considered for appointment at the discretion of the appointing authority.

**SECTION 3. CERTIFICATION FROM REEMPLOYMENT ELIGIBLE LISTS:** If a reemployment eligible list is used the Director will certify the name of the person who is the highest on the list and available for employment. This person shall be appointed if the position is to be filled. The Director may remove from a reemployment eligible list the name of any person who waives employment after certification.

**SECTION 4. CERTIFICATION FROM OTHER ELIGIBLE LISTS:**

- A. If a list other than a reemployment eligible list is to be used the Director shall certify the top seven available candidates to the vacancy. If any other candidates have the same score as the number seven candidate then they shall also be certified to the vacancy.
- B. If more than one vacancy occurs then the base number of candidates to be certified shall be increased by one for each additional vacancy in each case.
- C. All names on the reinstatement eligible list may be certified in addition to the promotional or general eligible list.
- D. A department may request that certifications to that department be restricted to candidates currently employed by that department.

**SECTION 5. PROCEDURE WHEN ELIGIBLE LIST CONTAINS SIX OR LESS NAMES:** When an eligible list, other than a reemployment eligible list, contains six or less names the Director shall certify the remaining name(s) to the appointing authority. If the latter does not wish to appoint the person(s) certified the Director may either schedule another examination or use an alternate eligible list. A person(s) whose name(s) appeared on the eligible list for the classification in which the vacancy exists shall be included in the certification, even though additional name(s) are certified from an alternate eligible list. In the case of a new examination, the current eligible list will be expired and the person(s) on that list will be notified of the new examination process.

**SECTION 6. NOTIFICATION TO ELIGIBLES:** The Director will notify applicants whose names have been certified regarding the person(s) in the departments to contact regarding pre-employment interviews.

**SECTION 7. PROCEDURE WHEN NO ELIGIBLE LIST EXISTS:** When no eligible list exists, a provisional appointment may be made in accordance with Rule XI Section 7.

**SECTION 8. CERTIFICATION TO TEMPORARY AND EXTRA HELP POSITIONS:**

- A. The Director may refer qualified persons from whatever sources are deemed appropriate.
- B. If the persons are referred and appointed from existing eligible lists to extra help entry or journey level positions, such extra help employees may be given a probationary appointment without further examination provided:
  - 1. The person is appointed to the same classification as originally certified for the extra help appointment,
  - 2. There has been no break in service of more than 30 days during the period of the extra help appointment, and
  - 3. The eligible list that the extra help employee was appointed from has since expired.

**Rule VIII**

**ELIGIBLE LISTS**

**SECTION 1. ORDER OF ELIGIBLES:** Applicants for employment who qualify in an examination shall have their names placed on the appropriate eligible lists in the order of their final scores.

**SECTION 2. EFFECTIVE DATE OF ELIGIBLE LISTS:** Eligible lists shall be in effect from the date on which approved by the Director. Changes in rank, or addition or subtraction of names because of errors or re-ratings, shall not change the effective date of an eligible list.

**SECTION 3. DURATION OF ELIGIBLE LISTS:**

- A. The duration of eligible lists shall be as follows:
  - 1. Departmental promotional eligible lists are established for a period of one year.
  - 2. General promotional eligible lists are established for a period of nine months.
  - 3. Open eligible lists are established for a period of six months.
  - 4. Reemployment eligible lists are established for a period of one year.
  - 5. Reinstatement eligible lists are established for a period of one year.
  
- B. When, in the opinion of the Director, an eligible list does not meet the needs of the County, the Director may order new examinations to provide candidates. All successful applicants shall have their names placed on eligible lists in the order of their final scores.
  
- C. Eligible lists may be extended by the Civil Service Commission provided that the total duration of the list does not exceed two years. The Director may, if conditions require, extend an eligible list one time for a period of up to three months. (amended 01/08/04)

**SECTION 4. REMOVAL OF NAMES FROM ELIGIBLE LISTS:**

- A. The Director shall remove from eligible lists the names of all applicants that have remained thereon for the duration of the list.

- B. 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 competitive eligible list for that classification, if any, in accordance with the final score.
- C. The Director may remove the names of applicants from an eligible list when, in his/her opinion, the applicant no longer possesses the minimum qualifications of the classification.
- D. The Director may remove from eligible lists the names of applicants who:
  - 1. Decline three offers of appointment.
  - 2. Request to have their names removed from an eligible list or state that they are not interested in employment in that classification.
  - 3. Fail to respond to an invitation for pre-employment interview following certification from an eligible list.
  - 4. Cannot be located by the U.S. Postal Service.
  - 5. Are appointed to permanent positions in the classification for which their names were on eligible lists. This does not apply to eligibles who are appointed to temporary positions.
- E. Where an applicant has been passed over three times for employment by the same appointing authority, the Director may remove the name of that applicant from that specific eligible list.

**SECTION 5. ELIGIBLE LISTS/PERMANENT POSITIONS:** Eligible lists for permanent positions shall consist of the following types:

- A. Departmental Reemployment Eligible List: The departmental reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status, and who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in Rule XVI. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.
- B. General Reemployment Eligible List: The general reemployment eligible list for each classification shall consist of the names of employees and former employees having probationary or permanent status and who were laid off or whose positions were reallocated downward as a result of reclassification. 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 certification on a County-wide basis.
- C. 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.

- D. General Eligible Lists: The names of applicants successful in open examinations, open and promotional examinations, as well as persons complying with the provisions of Section 8 of this rule, shall be placed on general eligible lists for the classification examined, and such lists shall be used after those lists described in paragraphs A, B, and C above, have been exhausted in making certifications on a County-wide basis.
- E. Reinstatement Eligible Lists: A probationary or permanent employee who has resigned in good standing or accepted a voluntary demotion, may within two years following the effective date of resignation, request that the Director place his/her name on the reinstatement eligible list for any classification for which he/she is qualified. Additionally, employees who occupy positions which the department head has determined are at risk of being eliminated, may be placed on appropriate reinstatement lists prior to the anticipated date of layoff. This list may be considered by department heads in addition to either the promotional eligible or general eligible lists but cannot take precedence over the department reemployment or general reemployment eligible lists.
- F. Court employees who were appointed to their positions in the Court as a result of a competitive examination process shall be eligible to be placed on reinstatement lists consistent with paragraph E above. Eligibility under this section shall expire on November 9, 2002.
- G. Transfer of Eligibility: Upon approval of the Director, the names of individuals having permanent status in the classified service of a public agency operating a civil service or merit system may be placed on a reinstatement eligible list for the comparable entry or journey level class in the San Mateo County service. In each case, the following conditions must be met:
1. The classification in which employment is contemplated must possess the same or lesser minimum qualifications as the class in which the individual holds permanent status.
  2. The individual must have been employed by the other public agency within one year prior to the date of his/her application to San Mateo County.
  3. The individual must submit written information from the other public agency confirming the individual's permanent status and containing the following statements:
    - a. The employment record of the individual has been entirely satisfactory.
    - b. The individual has not been separated for cause.
    - c. The individual was appointed to the class in which he/she holds permanent status from an eligible list resulting from a qualifying or competitive examination.
    - d. If not currently employed by the other agency, the individual is eligible for reinstatement in the class in which he/she holds permanent status.

The names of such individuals shall be placed on the reinstatement eligible list.

4. The Director may make a determination that a specific classification is “Hard to Fill”. If a classification other than an entry or journey level classification is so designated, then the above process may be used for that classification.

**SECTION 6. ALTERNATE ELIGIBLE LISTS:** Whenever there is no eligible list for a classification, or whenever it is in the best interest of the County, the Director may certify names to vacancies from the eligible lists for related classifications provided that the required qualifications of the related classifications are at least equivalent to those of the classification in which the vacancy exists. The names of the persons thus certified shall remain on the eligible lists on which their names were originally placed.

**SECTION 7. CAREER OPPORTUNITIES PROGRAM:** The Director shall establish procedures for a Career Opportunities Program that will encourage filling of positions with current County employees. This eligible list will be used as determined by that program.

**SECTION 8. INACTIVE ELIGIBLE LIST AND REPLACEMENT OF NAMES ON ELIGIBLE LISTS:**

- A. A person whose name is on an eligible list may request in writing that his/her name be placed on the inactive eligible list, after which time the Director will not certify that name to vacancies. Such person may have his/her name replaced on the active eligible list by making request at any time before the list expires. The total period of time that such person's name is on both the active and inactive eligible lists may not exceed the duration of that list.
- B. In addition to placing the name of an employee laid off on the reemployment eligible list for the classification in which laid off, the Director may place such employee's name on the promotional eligible list of any classification for which, in the Director's opinion, the employee is qualified. Such person's name shall be placed on the promotional eligible list above the names of persons who have not been laid off. If the names of two or more persons laid off are placed on the same promotional eligible list the names shall be ranked in order of a relative seniority according to Rule XVI.

**SECTION 9. RESTORATION OF NAME OF REJECTED PROBATIONER TO ELIGIBLE LIST:** The Director may, upon request by an employee rejected during the probationary period, restore that employee's name to the eligible list for that classification. However, the employee's name shall not be certified to the department from which rejected without approval of the department head. This request must be made, in writing, within 30 days from the date of rejection.

**SECTION 10. RETURN TO ELIGIBLE LIST OF FORMER COUNTY EMPLOYEES SEPARATED BY DISABILITY RETIREMENTS:** The Director may place the names of any County employees who have been disabled and are retired and are unable to perform their previous assignments on the reinstatement list of any classification for which those employees are qualified.

TO: All Management Employees  
FROM: John L. Maltbie  
SUBJECT: Employee Performance Evaluation

Evaluating worker performance is one of the most important responsibilities of a manager or supervisor. Evaluations provide a framework for setting and accomplishing organizational and individual goals and objectives. An effective evaluation process lets workers know what is expected of them, how they are performing, and how they can improve and/or take advantage of growth and career opportunities. This is particularly true when the worker is on probation, forming the basis for their future work habits and relationships. The following guidelines should be followed in the performance evaluation process:

1. Timeliness: Employee Performance Reports are to be completed annually on all permanent workers regardless of the length of service. For six month probationary workers, reports are to be completed prior to the end of the third and sixth months and for twelve month probationary periods, prior to the end of the third, sixth, and twelfth months.

It is particularly important that reports be done in a timely manner. **Probationary workers must have a report completed at the end of their third month of service** so that they have every opportunity to successfully complete their probationary period.

2. Feedback: Feedback on employee performance is a continual process throughout the year and needs to be given as recognition for achievements or when the worker is having difficulty meeting performance standards or objectives. The report form itself documents the ongoing feedback that the supervisor has discussed with the worker throughout the year, in addition to setting specific objectives the worker is expected to accomplish during the next review period. Although workers may disagree with some of the supervisor's statements, there should be no surprises during the performance appraisals conference.
3. Worker Response: Workers should be given ten working days from the date the written report is discussed with the worker to comment and/or respond to the evaluation content and process.
4. Working Draft: Since the performance appraisal conference is a cooperative effort between supervisor and worker, the report form should initially be done as a draft. This provides an opportunity for the worker to assess his/her performance and draft performance objectives to be discussed at the conference.
5. Improvement Needed/Unsatisfactory Evaluations: If the overall work performance either needs improvement (below the standard level required for the position) or is unsatisfactory (inadequate and definitely inferior to the standards of performance required for the position), Employee Performance Reports must be completed monthly with clearly defined 30-day performance objectives.
6. Involvement of Lead Workers: Lead Workers are to play only an advisory role in the evaluation process. Leads should not be asked to prepare draft or final evaluations.

**SAN MATEO COUNTY  
HUMAN RESOURCES DEPARTMENT  
Inter-Departmental Correspondence**

DATE: November 5, 2006

TO: All Managers

FROM: Casey Echarte, Employee Relations Manager

SUBJECT: Assignment to Work at an Alternative Location

In some circumstances, it may be appropriate during the course of an investigation and/or during the Skelly process for an employee accused of wrongdoing to be kept away from his/her regular work location.

Unless required by a governing agency, this should be the exception rather than the rule, and discussed with Employee Relations and/or County Counsel prior to implementation. In determining whether to leave the accused employee in his/her regular work area, assign him/her to work at home, or to assign him/her to another location/set of duties, the following issues will be discussed:

- Could the employee hinder the investigation by corrupting data or removing/destroying other evidence?
- Could the employee cause further harm if left in his/her current position? (e.g. A Social Worker accused of inappropriate behavior with a child)
- Is the employee a potential threat/danger to others?
- Are there other governing agency requirements? (e.g. State requirement to remove a health care employee accused of abuse)

If the department determines to assign the employee to an alternative location, a letter will be given to the employee, informing him/her of this arrangement, the duration of which will be kept to the shortest amount of time that circumstances warrant.

**SAN MATEO COUNTY  
EMPLOYEE AND PUBLIC SERVICES DEPARTMENT  
Inter-Departmental Correspondence**

**DATE:** October 22, 1999

**TO:** All Management Employees

**FROM:** Tim Sullivan, Employee Relations Manager

**SUBJECT:** Employee Relations Bulletin 91-6  
Breaks

It is clear that providing rest breaks is beneficial to both workers and the County.

Full-time workers are allowed one fifteen-minute rest break prior to and after their mid-shift meal break. Part-time workers are allowed one fifteen-minute rest break during any four hour work shift. For most workers, this equates to a lunch break and two rest breaks - one in the morning and one in the afternoon. The fifteen-minute rest breaks are paid, the mid-shift meal break is not.

Unusual circumstances may occasionally occur that do not allow workers to be released for rest breaks. Rest breaks cannot be accumulated or "banked" for the purpose of taking longer breaks or leaving work early. If rest breaks are not taken, they are lost. Meal breaks must be no less than 1/2 hour, and cannot be skipped to reduce the workday.