

Memorandum of Understanding

between

County of San Mateo

and

**American Federation of State,
County and Municipal Employees**

(AFSCME)

Local 829, AFL-CIO

November 1, 2009 – August 7, 2010

**AFSCME
MEMORANDUM OF UNDERSTANDING**

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MEMORANDUM OF UNDERSTANDING

Local 829, American Federation of State, County and Municipal Employees, AFL-CIO, 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 employees 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 is entered into pursuant to the Meyers-Milias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

This Memorandum of Understanding shall be presented by the Union to the employees to be covered hereby for ratification by said employees, 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.

Section 1. Recognition

Union Recognition

Local 829, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" or "AFSCME 829", 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) Communication Dispatchers
- (2) Health Services Unit
- (3) Human Services Unit
- (4) Inspection and Regulation Unit
- (5) Institutional Services Unit
- (6) Licensed Vocational Nurse Unit
- (7) Parks Unit
- (8) Planning Unit
- (9) Plant and Equipment Maintenance Unit
- (10) Clinical Laboratory Scientist Unit
- (11) Telecommunications Unit

Section 2. Union Security

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

2.1 Agency Shop

All employees employed in an AFSCME representation unit, except supervisors as defined in Section 2.4 C. below, shall as a condition of employment either:

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

2.2 Compliance

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

2.3 Maintenance of Membership

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

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

2.4 Supervisory Classifications

For the purpose of this section, a supervisor or supervisory employee shall be an employee who regularly supervises the work of two or more employees and whose work customarily and regularly involves spending more than 50 percent of work time on supervisory, rather than journeyperson, activity. Classifications and positions meeting this definition are documented on a separate listing, additions to or deletions from this list during the term of this Memorandum of Understanding shall be by mutual agreement of the parties. 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 an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the 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 Union may have the regular dues of its members within a representation unit deducted from employees' paychecks under procedures prescribed by the County Controller for such deductions. Dues deduction shall be made only upon signed authorization from the employee upon a form furnished by the County, and shall continue: (1) until such authorization is revoked, in writing, by the employee; or (2) until the transfer of the employee to a unit represented by another employee organization. The Human Resources Department and the Controller's Office will work to provide that dues deductions are promptly terminated when an employee transfers out of union representation through a change in classification or status.

Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the County Controller for the PEOPLE Fund (AFSCME). Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

2.8 In the event that employees 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. Any new employees hired into a non-supervisory job class or positions covered by this Memorandum of Understanding shall be provided by the County with and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: 1) Union dues; 2) agency fee; or 3) if he/she qualifies, a fee equal to agency fee payable to one of three negotiated charities.
- B. All dues, service fees and PEOPLE deductions shall be transmitted to Local 829 in an expeditious manner.
- C. All transmittal checks shall be accompanied by documentation which denotes the employee's name, social security number, amount of deduction (including PEOPLE) and member or fee payer status.
- D. 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. The Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.
- B. Local 829 will supply the County with deduction authorization forms and/or membership applications.
- C. Annually, the Union shall provide the Director of Human Resources with copies of the financial report which the Union annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, 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 Employees

The Union shall be allowed by a County department, in which it represents employees, use of available bulletin board space (17" by 14") for communications having to do with official organization business, such as times and places of meetings provided such use does not interfere with the needs of the department. The department involved and/or

Human Resources will investigate problems that the Union identifies with respect to use of these bulletin boards.

The Union may distribute materials to employees within the unit it represents through County mail distribution channels if approved by the Human Resources Director. This privilege may be revoked in the event of abuse after the Human Resources Director consults with representatives of the Union.

Any representative of the Union shall give notice to the employees' department head at least twenty-four (24) hours in advance when contacting departmental employees during the duty period of employees, provided that solicitation for membership or other internal employee organization business shall be conducted only during the non-duty hours of all employees concerned. Pre-arrangement for routine contact may be made by agreement between the Union and the department head and when made shall continue until revoked.

2.13 Use of County Buildings

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

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 the appropriate management representatives prior to adoption.

In cases of emergency when the foregoing procedure is not practical or in the best public interest, the County may adopt or put into practice immediately such measures as are required. At the earliest practicable date thereafter the Union shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

2.15 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 employees in said classification and present that person with a copy of the current Memorandum of Understanding 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 unions each month. This listing shall include each employee's name, classification, and department number. Each Union shall be allowed twenty (20) minutes at the end of each new employee orientation session to speak to employees 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 with a data processing run of the names and classifications of all employees in the units represented by the Union. Such lists shall indicate which employees were having Union dues withheld from their

pay 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 by reason of leave of absence, termination or withdrawal from the Union. The lists shall be supplied without cost to the Union.

- 2.17 The County shall notify the Union of employees 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 employees 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 the Human Resources Director at least two (2) working days prior to the scheduled meeting whenever possible. Except by agreement with the Human Resources Director, the number of employees excused for such purposes shall not exceed three (3) per Union, or one (1) from each of the following representation units:

- Inspection and Regulation Unit
- Institutional Services Unit
- Licensed Vocational Nurse Unit
- Parks Unit
- Planning Unit
- Clinical Laboratory Scientist Unit

two (2) from each of the following representation units:

- Health Services Unit
- Plant and Equipment Maintenance Unit, and

three (3) from Human Services Unit,

whichever is greater, at any one time. If any employee'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 one hundred and fifty (150) hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests for time shall be made to the employee's department head at least fourteen (14) days in advance.

Shop stewards working P.M. shifts shall be provided with two (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 the Human Resources Department Director in writing of the individuals so designated. Alternates may be designated to perform Steward functions only during the absence or unavailability of the Stewards except by mutual agreement of the parties.

Stewards may be relieved from their assigned work duties by their supervisors to investigate and process grievances initiated by other employees 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 denied unreasonably. Stewards shall promptly report to the Union any grievances which may arise and cannot be adjusted on the job. Supervisory employees shall not represent non-supervisory employees in a grievance procedure where such activity might result in a conflict of interest. Neither a Steward nor the Union shall order any 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 employee or applicant for employment by the Union or by the County or by anyone employed by the County; and to the extent prohibited by applicable state and federal law, there shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from adequately performing the essential duties of the position.

Section 5. Salaries

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

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

5.2 Entrance Salary

Except as herein otherwise provided, the entrance salary for a new employee 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 Human Resources Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which that employee is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.

5.3 Salary Step Increases

Permanent and probationary employees 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. All increases shall be effective at the beginning of the next full pay period.

Hours of Service Necessary for Step Increases

- (1) After completion of 1040 regular hours satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification. If an employee is appointed at a step higher than the first step of the salary range for that classification, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.
- (2) After the completion of 2080 regular hours satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the employee shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.
- (3) If an employee completes the 1040 or 2080 hours in the middle of a pay period, the employee shall be eligible for an increase as follows:
 - if the merit increase period is completed during the first week of a pay period the increase will be made effective with the start of the then current pay period.
 - if the merit increase period is completed during the second week of a pay period the increase will be made effective with the start of the next pay period.
- (4) If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance an employee to the next salary step on the first pay period when eligible, said advancement shall be made retroactive to the first pay period when eligible. 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.

Special Merit Increases

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

Salary Step if Rejected During Probation

Employees who are rejected during the probationary period and revert to their former classification shall return to the salary advancement hours balance held in the former class unless otherwise determined by the Human Resources Director. The salary advancement hours balance for an employee shall not be affected by a transfer, downward reclassification or a demotion.

General Salary Range Adjustments

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

Prior Service Credits

- (1) A permanent employee accepting provisional employment in a higher or different class in the County Classified Service, and who reverts to the former classification, shall retain the salary advancement hours balance in the former class on the same basis as if there had been no such provisional appointment.
- (2) Upon recommendation of the appointing authority and approval by the Human Resources Director, provisional and temporary employees 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. Continuous service in provisional, temporary, seasonal or extra-help capacity shall be added to service in a regular established position for the purpose of determining an employee'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 twenty-eight (28) consecutive calendar days during which the employee was not in a pay status, except when the employee 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.

5.4 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 an employee 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 employee 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 an employee is demoted, whether such demotion is voluntary or otherwise, that employee'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 employee's classification, and designate such rate of pay as "Y" rate (see Section 5.8), and also provided that an employee 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 an employee takes a voluntary demotion to a classification previously held, the employee shall be placed at the same step in that classification which the employee held last. The employee'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, an employee taking a voluntary demotion to a classification in the higher series (e.g., clerical employee to Eligibility Worker I classification) shall be placed at the salary step in the new salary range which most closely approximates such employee's salary in the prior classification.

5.7 Reclassification of Position

An employee in a position reclassified to a lower classification shall have the right of either: (1) transferring to a vacant position in his/her present classification 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 classification at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower classification.

5.8 "Y" Rate Process Upon Reclassification

When an employee 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 employee's salary shall be frozen ("Y" - rated) until the salary assigned to the lower classification 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 employees 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 of San Mateo and its officers and employees including but not limited to the County Controller, harmless for failing to make available paychecks on Thursday evenings as provided above. Employees subject to wage garnishment shall not be eligible for Thursday night availability of paychecks.

5.10 Salary Step Defined

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

Section 6. Days and Hours of Work

6.1 General

The standard work week for employees occupying full-time positions consists of forty (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.

Employees occupying part-time positions shall work such hours and schedules as the Board and the appointing authority shall prescribe.

6.2 Alternate Work Week Options

The County may on a department by department, division by division or unit by unit basis offer alternate work week options. Such options may include but are not limited to 4/10 work week, 9/80 scheduling, flexible schedules and job sharing. Should a department or division agree to enter into an alternate work week 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 alternate schedules are identified. Except in cases of emergency alternate schedules shall not be discontinued without such a meeting taking place. In all decisions regarding alternate work schedules the department heads 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 Program

Full-time, permanent employees 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. Employees 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 .

Participating employees shall be considered to be in a full-time pay status and the voluntary reduction in work hours will not effect the following benefits:

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

- Seniority
- Supplemental Life Insurance

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 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 employee 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 forty (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 an employee covered by the Fair Labor Standards Act. For the purpose 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 six (6) minutes. Portions of six (6) minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the employee's base pay only unless monetary payment at a different rate is prescribed for an employee 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 employees to be compensated by monetary payment or by compensatory time off. The decision of the Human Resources Director shall be final; provided, however, that prior to changing the work group of an existing classification covered by this Memorandum of Understanding the Human Resources 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 employees covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Employees in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the employee. Compensatory time off which accrues in excess of eighty (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: Employees 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 employees not covered by this Memorandum of Understanding.

- (3) Work Group 5: Employees 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 employee. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment.

Notwithstanding the allocation of job classifications to work groups, any employee covered by the Fair Labor Standards Act shall be compensated in accordance with the Act.

Should the County, through some future Federal ruling, be exempted from the Fair Labor Standards Act, the County shall then revert to the base rate for the computation of overtime.

7.4 Employees required to report back to work during off-duty hours shall be compensated for a minimum of three (3) hours of overtime.

7.5 Compensatory Time Off

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

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

7.6 Scheduled Workday

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

7.7 Out of Town Weekend Work Assignments

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

1. Fifty dollars (\$50.00) per day for each weekend day (Saturday and/or Sunday) the employee is out of town.
2. Regular and/or overtime compensation as provided in this section for each hour actually worked during such assignments, subject to the usual pre-approval requirements.
3. Travel time for such assignments shall be compensated at actual time traveled, portal to portal, at one and one-half (1½) time, when the travel occurs outside of the employees' regular work schedule.

Section 8. Shift Differential

8.1 (1) Shift differential pay, for the purpose of this Section, is defined as pay at a rate which is one step above the employee'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 which is 8% above the employee's base pay.

(2) Notwithstanding paragraph (1) above, the biweekly shift differential pay for full-time employees shall be at least Twenty Dollars (\$20.00) above the employee's base pay, to be prorated for part-time employees.

(3) Notwithstanding paragraph (1) above, the shift differential pay for the Licensed Vocational Nurse and Licensed Vocational Nurse Trainee classifications shall be computed as set forth in Exhibit E, attached hereto.

8.2 Employees who are assigned to work a shift of 8 hours or more which starts between 2:00 p.m. and 3:00 a.m. shall be paid at shift differential rates for all hours worked during such shift.

- 8.3 A split shift is defined as a normal daily shift which is worked over a span of more than nine (9) consecutive hours. Employees required by proper authority to work a split shift shall be paid Three Dollars (\$3.00) per each such split shift worked in addition to all other compensation.

Section 9. Application of Differentials

If an employee has been receiving a shift differential or some other differential or pay for work-out-of-class as provided in this Memorandum of Understanding or in the Salary Ordinance for thirty (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 employee's holiday pay, vacation pay, paid sick leave or paid compensatory time. The vacation, sick leave, holiday and compensatory time off pay of an employee on a rotating shift shall include the shift differential such employee 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 employees to on-call status. Compensation for on-call duty shall be computed as follows:

Employees shall be paid an hourly rate of Three Dollars and ninety-five cents (\$3.95) for time in which they are required to be in an on-call status, unless otherwise provided below. Effective November 19, 2006 the hourly rate shall be increased to \$4.10, effective November 4, 2007 the hourly rate shall be increased to \$4.25, and effective November 2, 2008 the hourly rate shall be increased to \$4.40.

Effective November 19, 2006, employees assigned to the Hazardous Materials Emergency Response Team will receive an additional \$1.50 per hour to the above on-call differential amounts.

Operating Room Technicians and employees of the Clinical Laboratory Scientist Unit shall be paid the hourly equivalent rate of one-half (1/2) their base pay for time in which they are required to be in an on-call status. For the purpose of computing pay, overnight assignment will constitute one (1) day; a week-end in on-call status will constitute three (3) days for pay purposes.

Radiologic Technologists, Imaging Specialists, and Respiratory Therapists shall be paid the hourly equivalent rate of one-half (1/2) their base pay for time in which they are required to be in an on-call status.

Environmental Health Division employees shall be granted eight (8) straight-time hours compensatory time off for each sixty-one (61) hour weekend shift during which they are in on-call status.

Refer to Exhibit E regarding On-Call Duty provisions for Licensed Vocational Nurses and Licensed Vocational Nurse Trainees.

An employee receiving call-back pay shall not be entitled to "on-call" pay simultaneously.

Section 11. Bilingual Pay

A salary differential of Forty-two Dollars and fifty cents (\$42.50) 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 employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Effective November 19, 2006, the amount shall be increased to \$45.00 biweekly, and effective November 2, 2008, the amount shall be increased to \$50.00 biweekly.

Bilingual pay for employees carrying a caseload at least 50% of which is comprised of non-English speaking clients shall be paid a salary differential of Fifty-five Dollars (\$55.00). Effective November 19, 2006 the amount shall be increased to \$60.00 biweekly, and effective November 2, 2008, the amount shall be increased to \$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 employees receiving bilingual pay twice a year.

11.1 Hiring and Selection

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

11.2 Testing

All employees hired to fill positions requiring bilingual skills will be tested for bilingual proficiency.

11.3 Continued Use of Bilingual Language Skill

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

11.4 Transfers

Transfers of employees occupying bilingual pay positions shall be in accordance with County policy and practice and shall not be in violation of the Memorandum of Understanding. 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, employees 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 the Human Resources Department. 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

12.1 General

Except where indicated below, the County does not reimburse employees 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 Department Director whose decision shall be final. As soon as practicable after notification is received from the IRS of a change in its allowable mileage rate, the County shall change its rate to coincide with that set by the IRS.

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

Any County facility(ies) or designated area(s) to which an employee is assigned for a period in excess of twenty (20) consecutive work days shall ordinarily be considered a regular work location and, as such, not subject to employee mileage reimbursement. Temporary assignments which extend beyond twenty days may be considered for a mileage reimbursement eligibility extension not to exceed a total of ten (10) additional work days. All approval authority for extensions rests with the Human Resources Director whose decision shall be final.

An employee is entitled to mileage reimbursement under the conditions specified below:

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

For Example: An employee's residence is in Burlingame and regular work location is in San Mateo. Distance from home to work is 8 miles. Because of an early morning meeting, the employee must travel from home to Redwood City, a distance of 21 miles. Based upon the above rule, the employee would be entitled to 13 miles of reimbursement. This figure is arrived at by subtracting 8 miles (normal mileage from home to work) from 21 miles (distance from home to Redwood City).

4. An employee who is required to engage in any work related travel at the conclusion of which the employee'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. For example: An employee's residence is in Palo Alto and regular work location is in Redwood City. Distance from home to work is 13 miles. The employee has a meeting at the Hayward City Hall (31 miles) which will not conclude until 5:00 p.m. and therefore, the employee will go directly home, a distance of 31 miles. Based on the above rule, the employee would be 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).

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

The employee must submit an application on the prescribed form to his/her 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 employee'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 employee must submit to the Human Resources Department 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. Layoff and Reemployment

14.1 Definition of Layoff

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

14.2 Notice of Layoff

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

14.3 Precedence by Employment Status

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

- (1) Extra-Help or Seasonal
- (2) Temporary
- (3) Provisional
- (4) Probationary - among probationary employees in a given classification, order of layoff shall be according to reverse order of seniority as determined by total continuous County civil service, not continuous time in that probationary period. Employees 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 classification according to reverse order of seniority as determined by total continuous County civil service, except as specified above. For employees within the Court, all Court service time counts in determining seniority within the Court. If an employee transfers or otherwise moves from the Court to a County position, or if an employee transfers or otherwise moves from a County position to the Court, only the employee'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 an employee 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 employee's seniority rights.
- (3) Time worked in an extra-help or seasonal 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 (1) year of continuous employment for each 2080 straight-time hours worked.

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

14.4 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.

14.5 Procedures

- (1) A displaced employee will be transferred to any vacancy with equivalent FTE status in his/her classification in his/her home department.
- (2) If no vacancy with equivalent FTE status exists in the employees classification in the home department an employee 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. Employee who choose this option shall have a list of all vacancies provided by the County. The County will arrange for interviews for vacancies in which the employee is interested.
- (3) Employees who are laid off shall have any of the following three choices:
 - (a) Taking a voluntary demotion within the same department to any classification, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority.

- (b) On a County-wide basis, displacing the employee 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 employee in his/her new assignment.

- (c) On a County-wide basis, taking a voluntary demotion to any classification, at the employee's discretion, in which the employee had prior probationary or permanent status provided such a position is held by an employee with less seniority. 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 employees may request the Human Resources Director to place the employee's name on the promotional eligible list or open eligible list for any classification for which, in the Human Resources Director's opinion, the employee is qualified. The employee's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 14.3.
 - (5) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, an employee 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, an employee may be allowed to transfer and displace a less senior employee in a position in which he/she had prior probationary or permanent status and which the Human Resources Director determines is equivalent with respect to duties and responsibilities to the position the employee presently occupies.
 - (7) A transfer is defined as a change from one position to another in the same classification or in another classification, the salary range of which is not more than ten percent (10%) higher.
 - (8) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the classification.
 - (9) In addition to all other options, employees in classifications at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

14.6 Names of Employees Laid Off to be Placed on Reemployment and General Eligible Lists

The names of employees laid off shall be placed on reemployment eligible lists as hereinafter specified. Former employees 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 employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each 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 subsection 14.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.

The general reemployment eligible list for each classification shall consist of the names of 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 certifications on a County-wide basis.

The provisions of this subsection 14.6 shall not apply to employees who have accepted severance pay upon termination of employment.

14.7 Abolition of Position

The provisions of this Section 14 shall apply when an occupied position is abolished resulting in a classified employee losing status in his/her assigned classification in his/her department.

Section 15. Severance Pay

- 15.1 Unless herein provided for in Section 15.3, in the event that an employee's position is abolished and such employee is unable to displace another County employee as provided in Section 12 of this Memorandum of Understanding, such employee shall receive reimbursement of fifty percent (50%) of the cash value of such employee's unused sick leave; provided, however that such employee shall be eligible for reimbursement only if the employee 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 employee in other agencies, and if such employment is secured, the employee will not be entitled to the aforementioned reimbursement.
- 15.2 Severance pay as described in Section 15.1 above shall not be denied because an employee refuses to take a position which requires twenty-nine (29) hours or less work per week.
- 15.3 If, during the term of this Memorandum of Understanding, a full-time employee in the class F020, Licensed Vocational Nurse, is laid off because a position is abolished as a result of the closing or the partial closing of San Mateo County General Hospital and such nurse is unable to displace another County employee as provided in the Rules of the Civil Service Commission, such nurse shall receive severance pay in the amount of One

Hundred Fifty Dollars (\$150.00) for each full year of completed service (severance pay for part-time nurses will be prorated on the basis of hours worked in the twelve month period immediately preceding layoff); provided, however, that such nurse shall be eligible for severance pay only if the nurse remains in the service of the County until his/her services are no longer required by the department head; and provided further, that the County reserves the right to reduce severance pay for any nurse by an amount not to exceed sick leave that was denied during the year immediately preceding termination.

As an exception to the foregoing, nurses who have worked on a regular basis for at least one (1) year immediately preceding layoff in one of the following specialties: Operating Room, Emergency Room, Intensive Care Unit or Electrocardiography shall have the option of either displacing another County employee as provided in the Rules of the Civil Service Commission or receiving severance pay if the department head determines that such specialty cannot be used on a regular basis elsewhere in the County. This determination may be appealed to the Civil Service Commission. Employees electing to receive severance pay as provided herein shall relinquish all reemployment rights to which laid off nurses are or might be entitled under the Rules of the Civil Service Commission.

This section 15.3 shall not apply to any nurse hired on or after January 1, 1980.

- 15.4 The County agrees to pay the County premium for three (3) months of medical coverage for an individual who is laid off. This coverage is contingent on the following conditions: a) the individual has not refused a County job offer; b) the individual is unemployed; c) the individual continues to pay their share of the premium and d) the coverage is for health only and does not cover dental or vision.

Section 16. Holidays

- 16.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed eight (8) hours for any one (1) day, provided they are in a pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay in proportion to the average percentage of full-time hours worked during the two (2) pay periods immediately preceding the pay period which includes the holiday. If two or more holidays fall on succeeding or alternate pay periods, then the average full-time hours worked in the two (2) pay periods immediately preceding the first holiday shall be used in determining the holiday pay entitlement for the subsequent holiday.

- 16.2 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/Indigenous Peoples Day) |
| (9) | November 11 | (Veterans Day) |

- (10) Fourth Thursday in November (Thanksgiving Day)
 - (11) Friday following Thanksgiving Day
 - (12) December 25 (Christmas)
 - (13) Every day appointed by the President of the United States or the 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.

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.

- 16.3 If one of the holidays listed above falls on Sunday and the employee is not regularly scheduled to work that day, the employee's first regularly scheduled workday following the holiday shall be considered a holiday.
- 16.4 If any of the holidays listed above falls on a day other than Sunday and the employee is not regularly scheduled to work that day, or if an employee is required to work on a holiday, the employee shall be entitled to equivalent straight time off with pay. This equivalent straight time off earned is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If an employee leaves County service with accrued hours, those hours will be cashed out.
- 16.5 Employees working on a holiday shall be compensated for such time worked at the rate of one and one-half (1 ½) times the straight-time rate as provided in Section 7 Overtime.

Section 17. Election Days

The County does not intend to prohibit employees from being absent from work on election days if employees 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 18. Vacations

18.1 Vacation Allowance

Employees, excluding seasonal and extra-help, or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule, based on a full time work schedule. Accruals listed are prorated for part time employees:

- (1) During the first five (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 five (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 ten (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 fifteen (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 twenty (20) years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of twenty five (25) years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No employee will be allowed to have an accumulation of more than fifty-two (52) biweekly pay periods vacation accrual to his/her credit at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of thirteen (13) biweekly pay periods of service. Such service includes time in an extra-help status provide that there has not been a break in service as specified in paragraph (10) below.
- (9) Vacation may be used in increments of six (6) minutes.
- (10) Seasonal and extra-help employees do not accrue vacation credits, except that the service of an employee in a seasonal or extra-help capacity shall be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in an extra-help or seasonal capacity may not be included if it preceded a period of over twenty-eight (28) consecutive calendar days during which the employee was not in a pay status.

18.2 Vacation Schedule

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

18.3 Vacation Allowance for Separated Employees

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

Section 19. Sick Leave

19.1 Accrual

All employees, except extra-help or seasonal employees, 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 employee, except extra-help or seasonal employees, 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.

19.2 Usage

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

- (1) The employee'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 physician, or, under the Kaiser plan, a licensed health care professional.

- (2) The employee's receipt of required medical or dental care or consultation.
- (3) The employee's attendance on a member of the immediate family who is ill.
- (4) The employee'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, stepchild, mother-in-law, father-in-law, grandparent or grandchild.

For the purpose of paragraph (4) above only, immediate family also includes son-in-law, daughter-in-law, grandparent-in-law, and sibling-in-law. Use of sick leave for this expanded definition is limited to a maximum of three days if travel is required.

- (5) The employee's attendance to an adoptive child or to a child born to the employee or the employee's spouse for up to six (6) weeks immediately after the birth or arrival of the child in the home.

19.3 Procedures for Requesting and Approving Sick Leave

When the requirement for sick leave is known to the employee in advance of his/her absence, the employee shall request authorization for sick leave at such time, in the manner hereinafter specified.

In all other instances the employee shall notify his/her supervisor as promptly as possible by telephone or other means.

Before an employee 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 exact reason, and such other information as is necessary for the request to be evaluated.

If an employee does not return to work prior to the preparation of the payroll, other arrangements may be made with the approval of the department head and the Controller.

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 an employee who applies for sick leave. The County agrees to accept doctors notes from an employee, regardless of the employee's health care provider, as documentation of an employee absence.

The department head may make whatever investigation into the circumstances of an employee's request for sick leave that appears warranted before taking action on the request.

Employees 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 employee's return to work.

An employee who has exhausted his/her accrued sick leave balance may use other accrued leaves (vacation, comp time, holiday credits), in lieu of sick leave which meets the criteria specified in Section 19, unless such employee has been documented by management for attendance problems within the last four (4) months, in which case such other leaves may only be used for pre-scheduled and pre-approved medical and dental appointments. The use of such leave in lieu of sick leave is subject to all other provisions of Section 19.

19.4 Accounting for Sick Leave

Sick leave may be used in increments of six (6) minutes.

19.5 Credits

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

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

19.6 Incapacity to Perform Duties

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

19.7 Use of Sick Leave While on Vacation

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

- (1) was hospitalized during the period for which sick leave is claimed, or

- (2) received medical treatment or diagnosis and presents a statement indicating illness or disability signed by a physician covering the period for which sick leave is claimed, or
- (3) was preparing for or attending the funeral of a member of the immediate family.

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

19.8 Sick Leave During Holidays

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

19.9 Catastrophic Leave

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

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

Transferring Time

Vacation and holiday time may be transferred by employees in all work groups. Compensatory time may be transferred by employees in work groups 1, 2, 4, and 5.

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

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

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

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

Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating employee and approved by the receiving employee's department head. Once posted, these donations are irrevocable except in the event of the untimely death of

a Catastrophic Leave recipient. In that event, any excess leave will be returned to donating employees on a last in-first out basis (i.e., excess leave would be returned to the last employee(s) to have donated).

Appeal Rights

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

Section 20. Leaves of Absence

20.1 General

Employees shall not be entitled to leaves of absence as a matter of right, but only in accordance with the provisions of law and this Memorandum of Understanding. Unless otherwise provided, the granting of a leave of absence also grants to the employee the right to return to a position in the same classification, or equivalent classification 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 employee intends to return to work upon the expiration of the leave. However, if a disability retirement application has been filed with the County Board of Retirement a leave may be granted pending decision by that Board. Nothing in Section 20 shall abridge the rights to which employees are entitled 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 20.4 (2) (c) below, no leave of absence or combination of leaves of absence when taken consecutively, shall exceed a total period of twenty-six (26) biweekly pay periods.

Approval and Appeals: Initial action to approve or disapprove any leave of absence shall be by the employee's department head; however, leaves of absence of more than two (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 head level may be appealed by the employee to the Human Resources Director, whose decision shall be final.

20.2 Benefit Entitlement

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

20.3 Seniority Rights and Salary Adjustments

Any authorized absence without pay (regardless of length) which begins on or after October 20, 1996, shall not be included in determining salary adjustment rights, or any seniority rights, based on the length of employment.

20.4 Job Incurred Disability Leave

(1) Job Incurred Disability Leave With Pay

- (a) Definition: Job incurred disability leave with pay is an employee'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 to be compensable under the Workers' Compensation Law.

Only permanent or probationary employees 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 employee, 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 an employee 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 employee must attach to the request a statement from a physician 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 to be compensable under the California Workers' Compensation Law and has accepted liability.

- (d) Length of Job Incurred Disability Leave With Pay: Eligible employees shall be entitled to disability leave for the period of incapacity as determined by a physician, but not to exceed a maximum of ninety (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 an employee'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 to be compensable under the Workers' Compensation Law. Only permanent or probationary employees occupying permanent positions are eligible for job incurred disability leave

without pay. Such leave is taken after the disabled employee has used up allowable job incurred disability leave with pay, as well as accrued credits for sick leave. At the employee's option, vacation and compensatory time-off accruals may also be used.

- (b) Application for and Approval of Job Incurred Disability Leave Without Pay: In order to receive job incurred disability leave without pay an eligible employee 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 employee must attach to the request a statement from a physician certifying as to the nature, extent, and probable period of illness or disability.
- (c) Length and Amount of Job Incurred Disability Leave Without Pay: Job incurred disability leave without pay may not exceed twenty-six (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 thirty-two (32) biweekly pay periods. In the event an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

20.5 Leave of Absence Without Pay

(1) General Provisions

- (a) Qualifying: Only permanent or probationary employees 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, an employee 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 leave of absence without pay for up to a maximum of two (2) biweekly pay periods. Leaves of absence of more than two (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 twenty-six (26) full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.

- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons (including but not limited to being employed on a full-time basis by the Union(s) signatory to this Memorandum) may be granted for a maximum period of thirteen (13) full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, an employee may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one (1) week'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 may be granted for a maximum period of thirteen (13) full biweekly pay periods. Employees are entitled to retain any accrued vacation and holiday credits while on such leaves.

In the event that an employee on approved Union leave 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.

- (5) Parental Leave: An employee/parent of either sex may be granted a leave of absence without pay for the purpose of fulfilling parenting responsibilities during the period of one (1) year following the child's birth, or one (1) year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of thirteen (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. Employees who must assume custody of a minor will be eligible for parental leave.

20.6 Military Leaves of Absence

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

20.7 Absence Due To Required Attendance in Court

Upon approval by the department head, an employee, other than extra-help or a seasonal worker, 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 employee 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 employee must remit to the County Treasurer, through the employee's department head within fifteen (15) days after receipt, all fees received except those specifically allowed for mileage and expenses.
- (2) Attendance in Court in connection with an employee's usual official duties or in connection with a case in which the County 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 employee 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 employee's department head.

20.8 Educational Leave of Absence With Pay

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

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

Additional provisions to educational leave for Licensed Vocational Nurses shall be found in Exhibit E.

20.9 Absence Without Leave or 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.

Absence Without Leave

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

Section 21. Hospitalization and Medical Care

21.1 The County and covered employees 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 employees will pay 10% of the total premium for the Kaiser and Aetna Plans and 20% of the total premium for the Blue Shield Plan.

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

For County employees occupying permanent part-time positions who work a minimum of sixty (60), but less than eighty (80) hours in a biweekly pay period, the County will pay three-fourths ($\frac{3}{4}$) 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 employees to conform to the budgeted FTE status of the position they occupy.

- 21.3 Unless otherwise provided in this Agreement, employees whose employment with the County is severed by reason of retirement during the term of this Memorandum of Understanding shall be reimbursed by the County for the unused sick leave at time of retirement on the following basis:

- (a) For each 8 hours of unused sick leave at time of retirement, the County shall contribute towards one (1) month's premium for health coverage or for dental coverage for the employee 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 employee to continue health or dental coverage (e.g., if an employee retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums on said employee 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 \$195.00.

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 \$247.00 instead of \$165.00). 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, 2007, 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 1st thereafter, the rate will be increased by 4%. Such contribution shall not exceed 90% of the Kaiser Employee-only premium non-medicare rate.

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 1st thereafter, the rate will be increased by 2%. Such contribution shall not exceed 90% of the Kaiser Employee-Only premium non-medicare rate.

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

- (b) The County provides a specified contribution to retirees who have unused sick leave at the time of retirement. For each unused eight hours of sick leave at time of retirement the County will make a specified contribution, as defined above, to the monthly premium for the retiree. If the cost of the premium is greater than the County's contribution, the retiree pays the difference through their retirement pay warrant. If the cost of the premium is less than the County's contribution, the County will apply the difference to the retiree's Medicare Part B premium cost.
- (c) The County will provide up to a maximum of 288.6 hours of sick leave (3 years of retiree health coverage) to employees who receive a disability retirement. For example, if an employee 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.
- (d) 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.

- (e) Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100.00. 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.

21.4 Employees in the Licensed Vocational Nurse Unit shall be reimbursed by the County for unused sick leave at the time of retirement on the following basis:

For each day of unused sick leave at the time of retirement, the County shall pay for one (1) month's premium for health coverage for the nurse only, to a maximum of 180 months of continued health coverage. Should a retired nurse die while receiving benefits under this section, the employee's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

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

21.6 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 years or more of service with the County of San Mateo – 384 hours

21.7 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 years or more of service with the County of San Mateo – 288 hours

21.8 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.

An out-of-area retiree who has no available sick leave credits for conversion to County payment of health plan 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 Memorandum of Understanding, the County will meet with the Unions regarding substitution of this plan for the arrangement described in this subsection. Upon agreement by both the County and employee organizations such new plan will replace the cash option.

- 21.9 The County shall continue its practice of calculating employee contributions for health and dental premiums on a pre-tax basis consistent with Section 125 of the IRS Code.
- 21.10 Effective October 20, 1996 grandchildren of custodial grandparents will be eligible dependents on all health, dental, and vision plans, whether or not formal adoption has occurred. This eligibility is contingent on documentation which is acceptable to the Health Plan.
- 21.11 The County will implement an RHSA in which all employees may elect to participate.
- 21.12 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 22. Dental Care

The County shall continue to offer the Delta Dental and County Dental Plan currently in effect.

Section 23. Vision Care

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

Section 24. Change in Employee Benefit Plans

- 24.1 During the term of this Memorandum of Understanding, the County and the Unions shall investigate the feasibility of offering medical and/or dental plan(s) in addition to those now being offered.
- 24.2 The County agrees to continue all benefit programs at current benefit levels as listed in the MOU and the Benefit Summary.
- 24.3 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.
- 24.4 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.
- 24.5 Benefit Booklets
The County agrees to receive and discuss any suggestions the Unions may have for improvement of the booklets or folders describing various employee benefits provided by the County.

Section 25. Retirement Plans

- 25.1 Retirement Plan 4 participants hired on or after July 1, 1997, will be eligible for a maximum annual cost of living adjustment to the retirement benefit of two percent (2%) per year. There is no "banking" or "rollover" of any cost of living adjustment in excess of

the annual adjustment. The participants retirement annuity shall be calculated based on their average salary for their thirty-six (36) highest consecutive months of service.

- 25.2 The County will pick up the following percentages of employee's statutorily required retirement contribution, but not of the employee's contribution under Section 25.3 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)

- 25.3 Effective March 13, 2005, the County implemented the 2%@55.5 retirement enhancement (Government Code Section 31676.14) for employees 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, employees will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

- These contributions will not be reduced by the employer pick-ups described in Section 25.2.

The County paid a general wage increase of pay as set forth in Section 5.1 of this MOU, and it is understood and agreed that this wage increase will help employees pay the increased retirement contributions.

Section 26. Life Insurance

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

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

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

- 26.2 Employees, depending on pre-qualification, may purchase additional term life insurance to a maximum of \$250,000 for employee, \$125,000 for spouse, and \$10,000 for

dependents. Applying for additional life insurance will not place an employee'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 employees at no cost to said employees; provided, however, that in order to be eligible for such plan, employees must have been employed by the County for three (3) or more years.

Effective with disabilities commencing on or after January 1, 1988, the one hundred and twenty (120) day disability period required to qualify for long term income protection does not require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of six (6) full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

The maximum benefit of the Long Term Disability Plan shall be Two Thousand Four Hundred Dollars (\$2400) monthly. The County also agrees to cover under the LTD Plan, part-time workers who work a minimum of twenty (20) hours per week.

The Long Term Disability Plan restricts 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 sixty-five (65).

Section 28. State Disability Insurance

Employees covered by this Memorandum of Understanding 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 employees 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 six months total service prior to the final date to file an application.

- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists

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 appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least six months prior to layoff.

- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of an examination, 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 examinations shall be placed on general promotional eligible lists for the classifications examined.
- (2) Departmental Promotional Eligible Lists: The names of applicants successful in departmental promotional examinations shall be placed on departmental promotional eligible lists for the classifications examined.
- (3) These lists shall take precedence over General Eligible Lists.
- (4) If, at the time of termination, an employee's name appears on a promotional eligible list, his/her name shall be removed from the promotional list and placed on the open general eligible list for that classification in accordance with his/her final score.

29.3 Probationary Period

Permanent employees who are promoted to a higher classification shall undergo the probationary period prescribed for the higher classification, but 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 employees 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 employee 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 employee was promoted.) If no vacancy exists, such employees shall displace the least senior employee as determined by Section 14. If no less senior position exists, then the employee 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 L 1.) or an open and promotional basis (as designated in Exhibit L 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 L 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 Human Resources 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 Human Resources 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 the Memorandum of Understanding 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 L 1 and L 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 employee to a full-time position in the same geographical location.

Section 32. Geographical Displacement

32.1 If it becomes necessary to transfer permanently one or more employees from one geographical location to one or more work locations in different cities, employees at the original geographical location who are working in the affected 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. Nothing shall preclude a department head from temporarily assigning employees to work at a different geographical location when prompt action is required by the needs of the County. The County shall discuss these criteria with the Union before selecting employees for transfer.

- 32.2 Employees shall not be transferred from one geographic location to another for disciplinary reasons.

Section 33. Change of Assigned Duties

No employee shall be required regularly to perform duties of a position outside of the classification to which he/she has been appointed. However, employees 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 employees whatever duties are necessary to meet the requirements of an emergency situation.

An employee may submit to his/her department head a written request for re-evaluation of his/her position based on significant changes in job content or significant discrepancies between job content and the job description. If the employee feels his/her request has been unreasonably denied and he/she is performing duties of a position outside of the classification to which he/she is assigned, he/she shall have the right to file a grievance in accordance with Section 38 of the MOU. If a study is conducted and the employee is denied the requested reclass, he/she shall have the right to file an appeal in accordance with Civil Service Commission Rule XIV, Section 1.B.

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).

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

When feasible, the County will offer work-out-of-class assignments to qualified, interested permanent employees prior to offering such assignments to extra-help employees. 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. If offered, it is the employee's responsibility to inform management of their interest in work-out-of-class assignments. The intent of this section is to provide additional career development opportunities to permanent County employees when such assignments do not cause unreasonable disruptions to the work environment or work production.

When feasible, the County will offer to rotate interested, qualified employees in previously identified long-term (more than 20 days) work-out-of-class assignments in three month intervals. Work out of class assignments will not normally extend beyond one year. The intent of this section is to provide additional career development

opportunities to permanent County employees when such assignments do not cause unreasonable disruptions to work environment or work production.

When an employee has been assigned in writing by the department head or designated representative to perform the work of a permanent position having a different classification and being paid at a higher rate, and if he/she has worked in such classification for five (5) consecutive workdays (or four consecutive workdays for employees 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 Memorandum of Understanding, retroactive to the first (1st) workday and continuing during the period of temporary assignment, under the conditions specified below:

- (1) The assignment is caused by the temporary or permanent absence of the incumbent;
- (2) The employee 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-classification which extends beyond twenty (20) working days be approved by the Human Resources Director, a copy of the approval form to be given to the employee; and
- (4) A copy of the department head's written approval must be submitted in advance to the Human Resources Director. If the Director determines that he/she will not approve pay for work in the higher classification which exceeds twenty (20) workdays, the employee will be so notified and have the opportunity to discuss this matter with the Human Resources Director whose decision shall be final.

When a work-out-of-classification assignment made in accordance with Section 34 for an individual employee extends beyond one year (or one full year equivalent for part-time employees), that employee's salary shall be raised to the next step in the classification in which the employee is working out of classification, except that the increase shall not exceed the maximum salary of the higher classification.

Section 35. Probationary Period

- 35.1 Probationary employees 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 an employee is incapacitated due to medical conditions and is reassigned to work that is not part of the employee's normal duties, the probation period for the primary job will be extended for the duration of the reassignment. The employee shall be notified in writing of the probationary extension at the time of the reassignment.

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

- 35.2 An employee who is not rejected prior to the completion of the prescribed probationary period shall acquire permanent status automatically. Former permanent employees appointed from a reemployment eligible list shall be given permanent appointments when re-employed. Permanent employees who are involuntarily demoted to lower classifications shall be given permanent appointments in the lower classifications.
- 35.3 An employee who is laid off and subsequently appointed as a result of certification from a general employment eligible list to a position in a different classification than that from which laid off shall undergo the probationary period prescribed for the class to which appointed. Former probationary employees whose names were placed on a reemployment eligible list before they achieved permanent status shall start a new probationary period when appointed from a reemployment eligible list.
- 35.4 The appointing authority may terminate a probationary employee at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 38 (Grievances) hereof, except when the employee alleges, and substantiates in writing that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; 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, employees shall be given written notice, with reasons therefor, at once. The Human Resources Director may, upon request by an employee rejected during his/her 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.
- 35.5 Permanent employees who transfer to another position in the same classification within the same department shall not be required to undergo a new probationary period in the position into which transferred.

Employees who transfer 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 employee 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 employee shall have a window period of twenty-eight (28) days from the date of transfer to elect to return to his/her former position. Should an employee 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 employees 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 employee 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 employee was promoted.) If no vacancy exists, such employees shall displace the least senior employee as determined by Section 14. If no less senior position exists, then the employee shall be removed from County service.

Section 36. Performance Evaluations

36.1 Formal Appeal

Notwithstanding the provisions of Section 38 of the Memorandum of Understanding, appeals of permanent employees 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 ten (10) calendar days after the evaluation's finalization. No evaluation shall be considered finalized until the employee has been given ten (10) working days for review and comment.

36.2 Informal Appeal

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

36.3 Clarification of Probationary Evaluations

Probationary employees are entitled to clarification of below standard evaluations and may request that a union representative be present. All such requests must first be made to the Human Resources Director, or his/her designee.

Section 37. Dismissal, Suspension, Reduction in Step or Demotion for Cause

The appointing authority may dismiss, issue non-punitive disciplinary letters to, suspend, reduce in step, or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. A reduction in step is defined as movement to the next lower salary step in the range for the classification for a period not to exceed six months.

Right to Steward Representation

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

Any employee may either appeal such dismissal, non-punitive discipline, suspension, reduction in step or demotion to the Civil Service Commission or file a grievance in accordance with subsection 38.2 of this Memorandum of Understanding. Appeal to the

Civil Service Commission must be filed within fourteen (14) calendar days of receipt of such charges. Grievances filed in accordance with subsection 38.2 of this Memorandum of Understanding must be filed within fourteen (14) calendar days after receipt of written charges. No grievance involving demotion, suspension or dismissal of an employee will be entertained unless it is filed in writing with the Human Resources Director within fourteen (14) calendar days of the time at which the affected employee was notified of such action. An employee may not both appeal to the Civil Service Commission and file a grievance under subsection 38.2 of this Memorandum of Understanding.

A permanent classified employee may be dismissed, non-punitively disciplined, suspended, reduced in step or demoted for cause only. Any written notice of dismissal, suspension, reduction in step or demotion sent to an employee shall include a statement advising him/her of the right to be represented by the union concerning the disciplinary action.

Section 38. Grievances

38.1 A grievance is any dispute which involves the interpretation or application of any provision of this Memorandum of Understanding excluding, however, those provisions of this Memorandum of Understanding 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. If an employee files an EEOC, DFEH or administrative EEO complaint with the EEO Coordinator, the issue will no longer be subject to this grievance procedure, but will be processed in accordance with regulations or procedures governing the processing of said complaints. An employee may, however, file an EEOC, DFEH or administrative EEO complaint and may also file a grievance if the grounds for the grievance are not based on discrimination and/or sexual harassment.

38.2 Grievances shall be processed in the following manner:

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

Any employee who believes that he/she has a grievance may discuss his/her complaint with such management official in the department in which he/she works as the department head may designate. If the issue is not resolved within the department, or if the employee elects to submit his/her grievance directly to the Union recognized as the representative of his/her classification, the procedures hereinafter specified may be invoked, provided, however, 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 employee 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 twenty-eight (28) calendar days from the date of the employee's knowledge of an alleged grievance. Any grievances involving demotion, non-punitive discipline, suspension, reduction in step or dismissal must be received within fourteen (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 twenty-eight (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 Memorandum of Understanding, the Union may advance the grievance to an Adjustment Board by submitting a written request to the Human Resources Director within twenty-eight (28) calendar days from the date that the grievance is denied at Step 2. The Adjustment Board shall be comprised of two (2) representatives designated by the Union and two (2) representatives designated by the County. Either party may request that one member of the Adjustment Board for the other party not be a County employee. Adjustment boards shall be convened within twenty-eight (28) calendar days from the date such notification is received.

(d) Step 4. Arbitration

If an Adjustment Board is unable to arrive at a majority decision, the Union may advance the grievance to arbitration by submitting a written request to the Human Resources Director within twenty-eight (28) calendar days after receipt of the Adjustment Board decision. When arbitration is invoked in a timely manner, an impartial arbitrator shall be designated by mutual agreement between the Union and the Human Resources Director. 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 Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this Memorandum of Understanding, nor any matter or subject arising out of or in connection with such proposals, may be referred to arbitration under this Section. Neither any Adjustment Board nor any arbitrator shall have the power to amend or modify this Memorandum of

Understanding 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) above, or the Adjustment Board pursuant to the provisions of subsection 38.2 (c) above resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or to reinstatement with or without payment for lost time.

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

No change in this Memorandum of Understanding 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 employees not covered by this Memorandum of Understanding.

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

38.7 County Charter and Civil Service Commission

- (a) The provisions of this Section shall not abridge any rights to which an employee 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 employees 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 employee, no action under paragraph (b) of subsection 38.2 above shall be taken unless it is determined that the employee is not availing himself/herself of such option.
- (c) No action under paragraph (b) of subsection 38.2 above 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 Civil Service 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 an employee covered by this Memorandum of Understanding 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 Memorandum of Understanding, the employee shall attempt to resolve this matter with the immediate supervisor. If unable to resolve this matter satisfactorily, the employee or the employee'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 thirty (30) working days from the date of receipt of the complaint, the employee or the Union representative shall advise the Human Resources Director in writing that the matter has not been resolved and the Human Resources Director shall render a decision within fifteen (15) working days of receipt of this notification which decision shall be final. The County recognizes that other employee problems also merit prompt attention and will attempt to resolve such matters in an expeditious manner.

Section 40. Personnel Files

- 40.1 Each employee shall have the right to inspect and review any official record relating to his/her performance as an employee or to a grievance concerning the employee which is kept or maintained by the County. The contents of such records shall be made available to the employee for inspection and review at reasonable intervals during the regular business hours of the County. The employee's designated representative may also review the personnel file with specific written authorization from the employee.
- 40.2 The County shall provide an opportunity for the employee to respond in writing, or personal interview, to any information about which he/she disagrees. Such response shall become a permanent part of the employee's personnel record. The employee shall be responsible for providing the written responses to be included as part of the employee's permanent personnel record.
- 40.3 At or before time of placement, employees shall be given copies of all letters or memoranda concerning the employee's job performance which are to be placed in the employee's official personnel file(s).
- 40.4 Employees may request in writing to the Department Head with a copy to the Human Resources Director that letters of reprimand which are two (2) or more years old be sealed and kept separate from the employee's personnel files. Said letters of reprimand shall be sealed and removed provided the following conditions are met:
1. The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction in which case the prior letter of reprimand will remain in the employee's personnel file until the most current related letter of reprimand or record of disciplinary action is two (2) years old.
 2. The employee has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Department Head.
- 40.5 This Section does not apply to the records of an employee relating to the investigation of a possible criminal offense or to letters of reference; provided, however, that pre-employment reference materials obtained in confidence shall be removed from official personnel files after one (1) year of continuous County employment.
- 40.6 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 employee's personnel file. If the criminal investigation results in conviction and/or disciplinary action any reference to the investigation which may be in the employee's personnel file will be retained and will be subject to inspection pursuant to this Section.

Section 41. Committee Involvement

41.1 Employee Assistance Committee

The County shall maintain a management/employee committee that is charged with the responsibility for reviewing the Employee Assistance Program in San Mateo County. The employee representatives include one (1) employee from AFSCME.

The County will provide young adult dependents and domestic partners access to the Employee Assistance Program.

41.2 EEO Advisory Committee

The County agrees that AFSCME may designate one (1) employee to serve on the EEO Advisory Committee.

41.3 Central Safety Committee

The County agrees that AFSCME may designate one (1) employee to serve on the Central Safety Committee.

41.4 Deferred Compensation Committee

The County agrees that AFSCME may designate one (1) employee to serve on the Deferred Compensation Committee.

41.5 San Mateo Medical Center In-Patient and Outpatient Education Committees

The County agrees that AFSCME may designate one (1) employee from an SMMC nursing unit to attend the In-patient and Outpatient Education Committees.

Section 42. V.D.T.

The County and the Union agree to continue committee meetings to formulate recommended guidelines for health, safety and comfort for V.D.T. users. It is understood that as part of such meetings, Union representatives intend to raise the issue of V.D.T. eyeglasses, a matter of potential economic impact, and the County agrees to consider that issue at that time.

Employees 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.

Section 43. Contracting/Subcontracting

The County will notify the Union of its intent to contract or subcontract work customarily performed by members of the AFSCME 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 ninety (90) 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 employees.

Section 44. Separability of Provisions

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

Section 45. Past Practices and Existing Memoranda of Understanding

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

Section 46. Resignation and Reinstatement

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 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, employees who occupy positions which the department head has determined are at risk of being eliminated may be placed on appropriate reinstatement list 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.

Made and entered into this 27th day of October 2009 .

American Federation of State, County, & Municipal Employees, Local 829, AFL-CIO

AFSCME Staff and Officers

Nadia Bledsoe, Representative

Sharon McAleavey Representative

Rebecca Nassarre, President

Clinical Laboratory Scientist Unit

Solane Louie

Communications Dispatchers

Dave Whisman

Ryan Shannon, Alternate

Health Services Unit

Nia Bola

Anissa Brockway

Human Services Unit

Felipe Donaire

Bernie Franklyn

Joe Hennen

Robert Patla

Steve Perry

Douglas Ligibel, Alternate

Inspection and Regulation Unit

Dermot Casey

Ben Campbell, Alternate

Institutional Services Unit

Pedro Baquirin

Licensed Vocational Nurses Unit

Parks Unit

Priscilla Alvarez

Darrick Emil, Alternate

Pam Noyer, Alternate

Planning Unit

Lisa Aozasa

Plant and Equipment Maintenance Unit

Ben Benavides

Thomas Sipp

Telecommunications

Mary Grizzle

County Management

David S. Boesch
County Manager

Donna Vaillancourt
Director, Human Resources Department

Liz Caserza, Employee Relations

Rita Kavanaugh, San Mateo Medical Center

Lisa Mancini, Health Department

Sara Medina, Parks Department

Paul Sorbo, Health Department

Deborah Lee Torres, Human Services Agency

BENEFITS SUMMARY

Benefits Summary

The following list summarizes the various benefit programs in effect for employees as of January 1, 2003:

MEDICAL (Active): The County pays 90% of the total premium for Kaiser or Aetna (employees pay 10% of the total premium) and the County pays 80% of the total premium for Blue Shield (employees pay 20% of the total premium).

Switch from Aetna HMO to Blue Shield HMO on April 1, 2010 with open enrollment approximately 60 days prior.

MEDICAL (Retiree): See section 21.3.

DENTAL: All employees 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 six (6) months; employees may appeal plan rejections - see Plan Description Booklet.

Effective January 1, 2007, Blue Shield will offer the following tooth replacement implant benefit:

- Replacement of any missing single tooth in the esthetic region of the upper teeth
- Annual maximum \$1,000/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 employees 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.**

- Reduce age limit for Young Adult Dependents from 30 to 24 effective April 1, 2010.
- 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 \$12,000 for employee (\$20,000 effective March 1, 2007) / \$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

The County implemented an IRC Section 125 Medical Spending Account on January 1, 2004.

This is a summary of various benefit programs in effect for eligible employees as of January 1, 2003. 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.

Bargaining Unit
and
Occupational Exhibits
and
Wage Rates

EXHIBIT A
Health Services Unit

1. Rest Period. Each Licensed Psychiatric Technician (LPT) Crisis Team Technician (CTT) and Medical Services Assistant II (MSA II) shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the LPT, CTT or MSA II is off duty on the weekend or two (2) consecutive days off duty, and of at least thirty-one (31) hours between shifts when the LPT, CTT or MSA II is off-duty on a holiday or for a single day. All hours worked within the above rest periods shall be paid at the rate of one and one-half (1 ½) times the LPT's, CTT's or MSA II's straight-time rate of pay. This provision may be waived on the request of the individual LPT, CTT or MSA II and with the agreement of the supervisor provided that the LPT, CTT or MSA II is not otherwise eligible to receive overtime compensation. If employees are receiving overtime for such rest period time, they are ineligible for this payment. The provisions of this Section shall not apply to LPT's, CTT's or MSA II's whose regularly scheduled shift requires less than twelve (12) hours between the end of one (1) regularly scheduled workday and the beginning of the next regularly scheduled workday. The County and the Union will meet during the first year of this contract to discuss how shifts are managed in the Medical Center relative to this paragraph.

2. At the request of the Union, appropriate County officials agree to meet to discuss the use of and need for continuing education. Such discussions shall include, but not be limited to educational leave days and/or reimbursement for costs associated with continuing education.

Additionally, at such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

3. A Licensed Psychiatric Technician or a Crisis Team Technician who is assigned to work in a lead capacity will receive a differential of one step in addition to all other compensation.

4. The County has agreed that persons in the classification of Pharmacist will be allowed five days of continuing education leave per year.

5. The County agrees that Radiologic Technologists will be allowed five days of continuing education leave per year.

6. Creative Arts Therapists in San Mateo County General Hospital assigned as lead worker over other therapists shall receive premium pay at the rate of one step of his/her base salary in addition to all other compensation. Only one employee at a time may be so assigned.

7. Occupational Therapists in the California Children's Services Medical Therapy Unit for the Public Health Division assigned as Consultant for other Occupational Therapists shall receive premium pay at the rate of five percent (5%) above the employee's base pay. The Consultant function will be used only when a position of

Senior Occupational Therapist is absent. Only one employee at a time may be so assigned.

8. Unit Leaders of treatment teams in the Mental Health Services Division whose class specification does not include supervising other employees shall receive premium pay at the rate of (10%) of their salary in addition to all compensation while assigned as such leaders. Only one employee at a time may be so designated as team leader of a team except as provided below:

When a Unit Leader is temporarily absent, the appointing authority may designate another employee to perform the incumbent's duties. Such designation shall be in writing. If the designated employee's assignment extends beyond five (5) consecutive workdays, he/she shall be entitled to payment of the percent (10%) Unit Leader differential starting on the sixth (6th) workday and continuing through the period of temporary assignment provided that (a) the employee's classification does not include supervisory responsibilities, and (b) that any such assignment which extends beyond fifteen (15) workdays be approved by the Human Resources Department Director in advance.

9. The County agrees that Medical Services Assistants II shall be allowed two days of continuing education (CE) leave per year.
10. Medical Services Assistants II who are assigned to the clinics and perform advanced patient care duties as defined in the classification specification shall receive a differential of 6.2% in addition to all other compensation.
11. Full-time nursing positions in the Long Term Care Unit of San Mateo County Health Center in classifications covered by this bargaining unit will be filled from among internal permanent part-time applicants, if any. If more than one (1) permanent part-time employee applies for transfer, work performance and seniority will be the principal selection factors considered. Such a part-time employee, when transferred, will serve a 30-day trial period, during which they may be returned to permanent part-time status, without right of appeal.¹² Dietitians assigned to weekend coverage shall receive on call pay at the hourly rate outlined in Section 10 of this MOU.
12. The County agrees that Laboratory Assistants will be allowed one (1) day of continuing education leave per year, effective January 1, 2007.
13. The County has agreed to provide each Laboratory Assistant assigned to the Clinical Lab at the San Mateo Medical Center four (4) laboratory coats per an exchange system. The County and Union will meet to discuss and resolve issues and concerns during the six-month trial period.
14. The County has agreed to provide each Pharmacy Technician and Pharmacist assigned to the Pharmacy at the San Mateo Medical Center four (4) laboratory coats per an exchange system. The County and Union will meet to discuss and resolve issues and concerns during the six-month trial period.

15. All employees in the classifications of Dietitian and Licensed Psychiatric Technician shall be allowed three (3) days of educational leave each fiscal year under prescribed policies. The three days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees and does not constitute a limit on time for additional training that may be needed by the employee or the department.
16. The County agrees that Occupational Therapists and Physical Therapists shall be allowed three (3) days of continuing education (CE) leave per year. The three days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees and does not constitute a limit on time for additional training that may be needed by the employee or the department.
17. Effective May 23, 2004, Pharmacists in an on-call status will be compensated at one quarter (1/4) of the Pharmacist's base pay for all time spent in such capacity.

Pharmacists contacted at home by phone will receive a minimum of one (1) hour pay at the overtime rate for each work-related telephone call received while in an on-call capacity so long as the calls are more than one hour apart.

A Pharmacist called back to work will be compensated in accordance with Section 7.4 of the Memorandum of Understanding.

18. With approval by Human Resources and County Manager, both parties agree to expand the current Epidemiologist classification into a flexibly staffed series of Epidemiologist I/II. Parties agree to meet and confer.

**AFSCME- Health Services
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
E040	ASSISTANT DIR MED RECRD-E	5	\$37.45	\$2,396.80	\$2,534.40	\$2,680.00	\$2,833.60	\$2,996.00
F080	CENTRAL SERVICES & SUPPLY	1	\$40.88	\$2,616.00	\$2,766.40	\$2,924.80	\$3,092.80	\$3,270.40
F052	CHIEF PUBLIC HLTH EDUC	2	\$41.02	\$2,625.60	\$2,776.00	\$2,935.20	\$3,103.20	\$3,281.60
F055	COMM HLTH PLANNER	2	\$39.50	\$2,528.00	\$2,672.80	\$2,826.40	\$2,988.80	\$3,160.00
F029	CREATIVE ARTS THERAPIST	5	\$32.70	\$2,092.80	\$2,212.80	\$2,340.00	\$2,474.40	\$2,616.00
F121	CRISIS TEAM TECHNICIAN	1	\$30.25	\$1,936.00	\$2,047.20	\$2,164.80	\$2,288.80	\$2,420.00
F078	DARKROOM TECHNICIAN	1	\$20.12	\$1,288.00	\$1,361.60	\$1,440.00	\$1,522.40	\$1,609.60
F039	DENTAL ASSISTANT	1	\$22.73	\$1,454.40	\$1,538.40	\$1,626.40	\$1,720.00	\$1,818.40
B086	DENTAL ASSISTANT-U	1	\$22.73	\$1,454.40	\$1,538.40	\$1,626.40	\$1,720.00	\$1,818.40
F036	DENTAL HYGIENIST	1	\$34.27	\$2,193.60	\$2,319.20	\$2,452.00	\$2,592.80	\$2,741.60
S024	DIETITIAN	5	\$36.08	\$2,308.80	\$2,441.60	\$2,581.60	\$2,729.60	\$2,886.40
S023	DIETITIAN-E	5	\$36.08	\$2,308.80	\$2,441.60	\$2,581.60	\$2,729.60	\$2,886.40
B174	DIETITIAN-U	5	\$36.08	\$2,308.80	\$2,441.60	\$2,581.60	\$2,729.60	\$2,886.40
F107	ELECTROGRAPH TECH I	1	\$24.61	\$1,575.20	\$1,665.60	\$1,760.80	\$1,861.60	\$1,968.80
F108	ELECTROGRAPH TECH II	1	\$28.39	\$1,816.80	\$1,921.60	\$2,031.20	\$2,148.00	\$2,271.20
F108-R	ELECTROGRAPH TECH II-R	1	\$29.81	\$1,908.00	\$2,017.60	\$2,132.80	\$2,255.20	\$2,384.80
B075	ELECTROGRAPH TECH II-U	1	\$28.39	\$1,816.80	\$1,921.60	\$2,031.20	\$2,148.00	\$2,271.20
F107-R	ELECTROGRAPH TECH I-R	1	\$25.83	\$1,652.80	\$1,748.00	\$1,848.00	\$1,954.40	\$2,066.40
B074	ELECTROGRAPH TECH I-U	1	\$24.61	\$1,575.20	\$1,665.60	\$1,760.80	\$1,861.60	\$1,968.80
F002	EPIDEMIOLOGIST	5	\$37.40	\$2,393.60	\$2,531.20	\$2,676.00	\$2,829.60	\$2,992.00
B051	EPIDEMIOLOGIST-U	5	\$37.40	\$2,393.60	\$2,531.20	\$2,676.00	\$2,829.60	\$2,992.00
G085	HEALTH EDUCATION ASSOC	2	\$29.43	\$1,883.20	\$1,991.20	\$2,105.60	\$2,226.40	\$2,354.40
B115	HEALTH EDUCATION ASSOC-U	2	\$29.43	\$1,883.20	\$1,991.20	\$2,105.60	\$2,226.40	\$2,354.40
F001	HOSPITAL CENTRAL SVC SP-E	1	\$38.29	\$2,450.40	\$2,591.20	\$2,740.00	\$2,896.80	\$3,063.20
F081	IMAGING SPECIALIST	1	\$48.13	\$3,080.00	\$3,256.80	\$3,444.00	\$3,641.60	\$3,850.40
F081-R	IMAGING SPECIALIST-R	1	\$50.54	\$3,234.40	\$3,420.00	\$3,616.00	\$3,824.00	\$4,043.20
F156	LABORATORY ASSISTANT II	1	\$23.64	\$1,512.80	\$1,600.00	\$1,691.20	\$1,788.80	\$1,891.20
F156-R	LABORATORY ASSISTANT II-R	1	\$24.81	\$1,588.00	\$1,679.20	\$1,775.20	\$1,876.80	\$1,984.80
B159	LABORATORY ASSISTANT II-U	1	\$23.64	\$1,512.80	\$1,600.00	\$1,691.20	\$1,788.80	\$1,891.20
B158	LABORATORY ASSISTANT I-U	1	\$11.14	\$712.80	\$753.60	\$796.80	\$843.20	\$891.20
F076	LD CNTRAL SVCS & SUPPLY A	1	\$24.69	\$1,580.00	\$1,671.20	\$1,766.40	\$1,868.00	\$1,975.20
E359	LD MED INTERPRETOR/TRANS	1	\$31.31	\$2,004.00	\$2,119.20	\$2,240.00	\$2,368.80	\$2,504.80
F061	LD PHARMACY TECHNICIAN	1	\$28.04	\$1,794.40	\$1,897.60	\$2,006.40	\$2,121.60	\$2,243.20
F045	LEAD ELECTROGRAPH TECH	1	\$30.89	\$1,976.80	\$2,090.40	\$2,210.40	\$2,336.80	\$2,471.20
F082	LEAD IMAGING SPECIALIST	1	\$51.76	\$3,312.80	\$3,502.40	\$3,704.00	\$3,916.00	\$4,140.80
F160	LEAD PH LABORATORY TECHNI	1	\$30.18	\$1,931.20	\$2,042.40	\$2,159.20	\$2,283.20	\$2,414.40
F090	LEAD PHARMACIST	5	\$61.92	\$3,963.20	\$4,190.40	\$4,430.40	\$4,684.80	\$4,953.60
F118	LEAD RADIOLOGIC TECH	1	\$43.78	\$2,801.60	\$2,962.40	\$3,132.80	\$3,312.00	\$3,502.40
F120	LICENSED PSYCH TECH	1	\$30.25	\$1,936.00	\$2,047.20	\$2,164.80	\$2,288.80	\$2,420.00
F120-R	LICENSED PSYCH TECH-R	1	\$31.75	\$2,032.00	\$2,148.80	\$2,272.00	\$2,402.40	\$2,540.00
B154	LICENSED PSYCH TECH-U	1	\$30.25	\$1,936.00	\$2,047.20	\$2,164.80	\$2,288.80	\$2,420.00
B154-R	LICENSED PSYCH TECH-U-R	1	\$31.75	\$2,032.00	\$2,148.80	\$2,272.00	\$2,402.40	\$2,540.00
E360	MEDICAL INTERPRETOR/TRANS	1	\$26.30	\$1,683.20	\$1,780.00	\$1,881.60	\$1,989.60	\$2,104.00

E305	MEDICAL RECORDS CODER I	1	\$23.93	\$1,531.20	\$1,619.20	\$1,712.00	\$1,810.40	\$1,914.40
E306	MEDICAL RECORDS CODER II	1	\$32.32	\$2,068.80	\$2,187.20	\$2,312.80	\$2,445.60	\$2,585.60
E305-R	MEDICAL RECORDS CODER I-R	1	\$25.11	\$1,607.20	\$1,699.20	\$1,796.80	\$1,900.00	\$2,008.80
E306-R	MEDICAL RECORDS CODR II-R	1	\$33.94	\$2,172.00	\$2,296.80	\$2,428.80	\$2,568.00	\$2,715.20
E304	MEDICAL RECORDS TECH I	1	\$23.93	\$1,531.20	\$1,619.20	\$1,712.00	\$1,810.40	\$1,914.40
E303	MEDICAL RECORDS TECH II	1	\$28.10	\$1,798.40	\$1,901.60	\$2,010.40	\$2,126.40	\$2,248.00
E303-R	MEDICAL RECORDS TECH II-R	1	\$29.51	\$1,888.80	\$1,996.80	\$2,111.20	\$2,232.80	\$2,360.80
E304-R	MEDICAL RECORDS TECH I-R	1	\$25.11	\$1,607.20	\$1,699.20	\$1,796.80	\$1,900.00	\$2,008.80
F077	MEDICAL SERVICES ASST I	1	\$19.94	\$1,276.00	\$1,349.60	\$1,426.40	\$1,508.80	\$1,595.20
F079	MEDICAL SERVICES ASST II	1	\$23.24	\$1,487.20	\$1,572.80	\$1,663.20	\$1,758.40	\$1,859.20
B081	MEDICAL SERVICES ASST I-U	1	\$19.94	\$1,276.00	\$1,349.60	\$1,426.40	\$1,508.80	\$1,595.20
B082	MEDICAL SERVICES ASSTII-U	1	\$23.24	\$1,487.20	\$1,572.80	\$1,663.20	\$1,758.40	\$1,859.20
F174	OCC THERAPIST I	5	\$38.69	\$2,476.00	\$2,618.40	\$2,768.80	\$2,927.20	\$3,095.20
F184	OCC THERAPIST I, CCS	5	\$38.69	\$2,476.00	\$2,618.40	\$2,768.80	\$2,927.20	\$3,095.20
F175	OCC THERAPIST II	5	\$43.36	\$2,775.20	\$2,934.40	\$3,102.40	\$3,280.80	\$3,468.80
F185	OCC THERAPIST II, CCS	5	\$43.36	\$2,775.20	\$2,934.40	\$3,102.40	\$3,280.80	\$3,468.80
B065	OCC THERAPIST II-U	5	\$43.36	\$2,775.20	\$2,934.40	\$3,102.40	\$3,280.80	\$3,468.80
B064	OCC THERAPIST I-U	5	\$38.69	\$2,476.00	\$2,618.40	\$2,768.80	\$2,927.20	\$3,095.20
F084	OPERATING ROOM TECH	1	\$30.25	\$1,936.00	\$2,047.20	\$2,164.80	\$2,288.80	\$2,420.00
F084-R	OPERATING ROOM TECH-R	1	\$31.75	\$2,032.00	\$2,148.80	\$2,272.00	\$2,402.40	\$2,540.00
F004	OPTOMETRIST	2	\$49.51	\$3,168.80	\$3,350.40	\$3,542.40	\$3,745.60	\$3,960.80
F068	ORTHOPEDIC TECHNICIAN	1	\$25.57	\$1,636.80	\$1,730.40	\$1,829.60	\$1,934.40	\$2,045.60
F059	PHARMACIST	5	\$58.67	\$3,755.20	\$3,970.40	\$4,198.40	\$4,439.20	\$4,693.60
F059-R	PHARMACIST-R	5	\$61.59	\$3,941.60	\$4,168.00	\$4,407.20	\$4,660.00	\$4,927.20
B097	PHARMACIST-U	5	\$58.67	\$3,755.20	\$3,970.40	\$4,198.40	\$4,439.20	\$4,693.60
B097-R	PHARMACIST-U-R	5	\$61.59	\$3,941.60	\$4,168.00	\$4,407.20	\$4,660.00	\$4,927.20
F060	PHARMACY AIDE	1	\$22.68	\$1,451.20	\$1,534.40	\$1,623.20	\$1,716.00	\$1,814.40
F058	PHARMACY TECHNICIAN	1	\$26.52	\$1,697.60	\$1,794.40	\$1,897.60	\$2,006.40	\$2,121.60
B098	PHARMACY TECHNICIAN-U	1	\$26.52	\$1,697.60	\$1,794.40	\$1,897.60	\$2,006.40	\$2,121.60
F171	PHYSICAL THERPST I	5	\$38.69	\$2,476.00	\$2,618.40	\$2,768.80	\$2,927.20	\$3,095.20
F181	PHYSICAL THERPST I, CCS	5	\$38.69	\$2,476.00	\$2,618.40	\$2,768.80	\$2,927.20	\$3,095.20
F172	PHYSICAL THERPST II	5	\$43.36	\$2,775.20	\$2,934.40	\$3,102.40	\$3,280.80	\$3,468.80
F182	PHYSICAL THERPST II, CCS	5	\$43.36	\$2,775.20	\$2,934.40	\$3,102.40	\$3,280.80	\$3,468.80
F109	PHYSICIANS ASSISTANT	5	\$49.80	\$3,187.20	\$3,370.40	\$3,563.20	\$3,768.00	\$3,984.00
F116	PSYCHOLOGIST I	2	\$43.24	\$2,767.20	\$2,926.40	\$3,094.40	\$3,271.20	\$3,459.20
F050	PSYCHOLOGIST II	2	\$47.43	\$3,035.20	\$3,209.60	\$3,393.60	\$3,588.80	\$3,794.40
B046	PSYCHOLOGIST II-U	2	\$47.43	\$3,035.20	\$3,209.60	\$3,393.60	\$3,588.80	\$3,794.40
B045	PSYCHOLOGIST I-U	2	\$43.24	\$2,767.20	\$2,926.40	\$3,094.40	\$3,271.20	\$3,459.20
F057	PUBLIC HLTH EDUCATOR	2	\$39.50	\$2,528.00	\$2,672.80	\$2,826.40	\$2,988.80	\$3,160.00
B114	PUBLIC HLTH EDUCATOR-U	1	\$39.50	\$2,528.00	\$2,672.80	\$2,826.40	\$2,988.80	\$3,160.00
F158	PUBLIC HLTH LAB TECH I	1	\$25.37	\$1,624.00	\$1,716.80	\$1,815.20	\$1,919.20	\$2,029.60
F159	PUBLIC HLTH LAB TECH II	1	\$28.54	\$1,826.40	\$1,931.20	\$2,042.40	\$2,159.20	\$2,283.20
F046	PUBLIC HLTH NUTRTIONST-E	2	\$35.58	\$2,276.80	\$2,408.00	\$2,545.60	\$2,692.00	\$2,846.40
F075	RADIOLOGIC TEC I	1	\$36.32	\$2,324.80	\$2,457.60	\$2,599.20	\$2,748.00	\$2,905.60
F119	RADIOLOGIC TEC II	1	\$38.42	\$2,459.20	\$2,600.00	\$2,748.80	\$2,907.20	\$3,073.60
F125	RADIOLOGIC TEC III	1	\$40.60	\$2,598.40	\$2,747.20	\$2,904.80	\$3,072.00	\$3,248.00
F125-R	RADIOLOGIC TEC III-R	1	\$42.64	\$2,728.80	\$2,885.60	\$3,051.20	\$3,226.40	\$3,411.20
B072	RADIOLOGIC TEC III-U	1	\$40.60	\$2,598.40	\$2,747.20	\$2,904.80	\$3,072.00	\$3,248.00

F119-R	RADIOLOGIC TEC II-R	1	\$40.33	\$2,580.80	\$2,729.60	\$2,885.60	\$3,051.20	\$3,226.40
F075-R	RADIOLOGIC TEC I-R	1	\$38.13	\$2,440.00	\$2,580.00	\$2,728.00	\$2,884.80	\$3,050.40
F072	RADIOLOGY ASSISTANT	1	\$24.61	\$1,575.20	\$1,665.60	\$1,760.80	\$1,861.60	\$1,968.80
F130	RESPIRATORY THERAPIST I	1	\$29.28	\$1,873.60	\$1,981.60	\$2,095.20	\$2,215.20	\$2,342.40
F132	RESPIRATORY THERAPIST II	1	\$34.98	\$2,238.40	\$2,367.20	\$2,503.20	\$2,646.40	\$2,798.40
F134	RESPIRATORY THERAPIST III	1	\$38.83	\$2,484.80	\$2,628.00	\$2,778.40	\$2,937.60	\$3,106.40
F130-R	RESPIRATORY THERAPIST I-R	1	\$30.75	\$1,968.00	\$2,080.80	\$2,200.00	\$2,326.40	\$2,460.00
F132-R	RESPIRATORY THERAPST II-R	1	\$36.73	\$2,350.40	\$2,485.60	\$2,628.00	\$2,779.20	\$2,938.40
F134-R	RESPIRATORY THERPST III-R	1	\$40.77	\$2,609.60	\$2,759.20	\$2,917.60	\$3,084.80	\$3,261.60
F003	SPEECH PATHOLOGIST	5	\$42.91	\$2,746.40	\$2,904.00	\$3,070.40	\$3,246.40	\$3,432.80
F054	SR COMM HLTH PLANNER	2	\$42.47	\$2,718.40	\$2,874.40	\$3,039.20	\$3,213.60	\$3,397.60
F056	SR PUBLIC HEALTH EDUCATOR	2	\$42.47	\$2,718.40	\$2,874.40	\$3,039.20	\$3,213.60	\$3,397.60
F101	SUPERVISING EPIDEMIOLOGST	5	\$43.85	\$2,806.40	\$2,967.20	\$3,137.60	\$3,317.60	\$3,508.00
F092	SUPERVISING PHARMACIST	5	\$65.35	\$4,182.40	\$4,422.40	\$4,676.00	\$4,944.00	\$5,228.00
F006	SUPERVNG MENTL HLTH PSY-E	2	\$52.89	\$3,384.80	\$3,579.20	\$3,784.80	\$4,001.60	\$4,231.20
F194	SUPERVNG PSYCHOLOGIST-E	2	\$51.02	\$3,265.60	\$3,452.80	\$3,650.40	\$3,860.00	\$4,081.60
F051	SUPERVNG PUB HLTH NST-E	2	\$39.83	\$2,548.80	\$2,695.20	\$2,850.40	\$3,013.60	\$3,186.40
F126	SUPERVNG RADIOLGC TECH-E	1	\$55.63	\$3,560.00	\$3,764.80	\$3,980.80	\$4,208.80	\$4,450.40
F187	SUPERVNG THERPST, CCS-E	5	\$47.03	\$3,009.60	\$3,182.40	\$3,364.80	\$3,558.40	\$3,762.40
F168	SUPV CREATIVE ARTS THER-E	5	\$39.26	\$2,512.80	\$2,656.80	\$2,809.60	\$2,970.40	\$3,140.80
F044	THERAPY AIDE	1	\$24.41	\$1,562.40	\$1,652.00	\$1,746.40	\$1,847.20	\$1,952.80
F166	THERAPY ASST	1	\$30.96	\$1,981.60	\$2,095.20	\$2,215.20	\$2,342.40	\$2,476.80
B059	THERAPY ASST-U	1	\$30.96	\$1,981.60	\$2,095.20	\$2,215.20	\$2,342.40	\$2,476.80

EXHIBIT B
Human Services Unit

1. At such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.
2. The County recognizes that employees who are Benefits Analysts should meet with the Human Services Agency in order to provide input into the formulation of the Benefits Analyst training program for new and continuing Benefits Analysts.
3. The Human Services Agency is committed to achieving a goal that bilingual employees who carry caseloads will have no more than 75% of that caseload be bilingual. Both the Agency and the Union recognize that attaining this goal is contingent on recruitment and selection opportunities.
4. Psychiatric Social Workers or Social Workers at San Mateo County Health Center who are assigned as lead worker over other social work staff shall receive premium pay at the rate of one step of his/her base salary in addition to all other compensation. Only one employee at a time may be so assigned.
5. Unit Leaders of treatment teams in the Mental Health Services Division whose class specification does not include supervising other employees shall receive premium pay at the rate of (10%) of their salary in addition to all compensation while assigned as such leaders. Only one employee at a time may be so designated as team leader of a team except as provided below:

When a Unit Leader is temporarily absent, the appointing authority may designate another employee to perform the incumbent's duties. Such designation shall be in writing. If the designated employees assignment extends beyond five (5) consecutive workdays, he/she shall be entitled to payment of the percent (10%) Unit Leader differential starting on the sixth (6th) workday and continuing through the period of temporary assignment provided that (a) the employees classification doe not include supervisory responsibilities, and (b) that any such assignment which extends beyond fifteen (15) workdays be approved by the Human Resources Department Director in advance.

6. Upon written request by the Union to the Employee Relations Manager, the County shall discuss with the Union specific allegations of excessive workloads for employees in this Unit. In addition, the Human Services Agency will review and discuss with Union representatives the methods by which caseloads are being computed for Benefits Analysts.

7. Benefits Analysts II who perform screening and assessment services or income and employment services for clients shall receive a salary differential in an amount equal to the difference between the E step of a Benefits Analyst II and the E step of the Employment Services Specialist II.
8. Benefits Analysts III who perform screening and assessment services or income and employment services for clients shall receive a salary differential in an amount equal to the difference between the E step of a Benefits Analyst III and the E step of the Employment Services Specialist II.
9. The department is committed to providing new worker training units to provide thorough and appropriate training to new workers in the Children's protective Services area. The parties understand that the extent of such training is contingent on available budget.
10. Human Services Analysts and Human Services Supervisors working in the Alcohol and Drug Program shall receive a 10% differential in addition to all other compensation.
11. Professional staff designated by the department head who provide child or adult protective services work shall receive a 5% differential in addition to all other compensation.
12. Professional staff designated by the department head who provide emergency response in protective services work shall receive a 5% differential in addition to all other compensation.
13. The County has agreed to move the Vocational Rehabilitation Counselor classification series from Work Group 2 to Work Group 5 effective 11/19/06. This series includes Vocational Rehabilitation Counselor II, Vocational Rehabilitation Counselor III, and Supervising Vocational Rehabilitation Counselor.
14. Aging and Adult Services agrees to meet with the Union to discuss the training position to be recommended for inclusion in the department's 2007/2008 fiscal year budget. The first meeting will be initiated within 90 days of the ratification of the MOU.
15. Aging and Adult Services and the Union will meet to discuss and attempt to resolve issues and concerns relative to workload for the Deputy Public Guardian series in Aging and Adult Services. These meetings will also address the usage of the Transportation Officer classification. The first meeting will be initiated within 90 days of the ratification of the MOU.
16. The County and Union agree with reclassifying the 3 Benefit Analysts II in the Foster Care Unit to Benefit Analysts III.

17. The County and Union agree with reclassifying the Community Workers assigned to the North County Health Center clinic to Medical Services Assistant II. They shall receive the "clinic differential" of 6.2% in addition to all other compensation for performing advanced patient care duties as defined in the classification specification.
18. Benefits Analysts I/II/III in the IESS/SAS units of the Self-Sufficiency Program who are assigned as lead workers over other IESS/SAS workers shall receive a differential of 5% in addition to all other compensation. Only one employee in each unit may receive this differential.
19. The County and Union will agree to increase the Fraud Investigator I hourly rate to \$30.27 at the E step effective 11/19/06.
20. Social Workers II/III and Social Work Supervisors in the Human Services Agency Children and Family Services Division assigned to FM and FR shall receive a differential of 5% in addition to all other compensation.
21. Within the first year following execution of this MOU, the County plans to review the Mental Health Counselor series and Case Management/Assessment Specialist series and if appropriate, will create a lead position for each series:

Mental Health Counselor III
Case Management/Assessment Specialist III

- Any recommended changes to classification structure from the department will be submitted to the County Manager and Human Resources Department for review. If the County Manager and Human Resources Department concur with the recommendations, they will be submitted to the Board of supervisors and/or Civil Service Commission, as required. The review may result in reassignment of existing duties.
22. Upon the Union's request, the Human Services Agency and AFSCME agree to meet within 90 days of ratification of the MOU to review and discuss the process for Out-of-County travel for employees assigned to CPS and determine the expenses that can be prepaid.

**AFSCME- Human Services
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
G140	BEAUTICIAN	1	\$14.47	\$926.40	\$979.20	\$1,035.20	\$1,094.40	\$1,157.60
G071	BENEFITS ANALYST I	1	\$25.98	\$0.00	\$0.00	\$1,859.20	\$1,965.60	\$2,078.40
G070	BENEFITS ANALYST II	1	\$29.43	\$1,883.20	\$1,991.20	\$2,105.60	\$2,226.40	\$2,354.40
G069	BENEFITS ANALYST III	1	\$31.64	\$2,024.80	\$2,140.80	\$2,264.00	\$2,393.60	\$2,531.20
B124	BENEFITS ANALYST II-U	1	\$29.43	\$1,883.20	\$1,991.20	\$2,105.60	\$2,226.40	\$2,354.40
G068-Y	BENEFITS ANALYST II-Y	1	\$28.77	\$0.00	\$0.00	\$0.00	\$0.00	\$2,301.60
B123	BENEFITS ANALYST I-U	1	\$25.98	\$0.00	\$0.00	\$1,859.20	\$1,965.60	\$2,078.40
G239	CASE MGMNT/ASSESS SP I	5	\$28.44	\$0.00	\$0.00	\$2,035.20	\$2,152.00	\$2,275.20
G240	CASE MGMNT/ASSESS SP II	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B013	CASE MGMNT/ASSESS SP II-U	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B012	CASE MAGMNT/ASSESS SP I-U	5	\$28.44	\$0.00	\$0.00	\$2,035.20	\$2,152.00	\$2,275.20
G401-Y	CASE MGMNT/ASSESS SP II-Y	5	\$33.33	\$0.00	\$0.00	\$0.00	\$0.00	\$2,666.40
E433	CHILD SUPPORT INVESTIGATR	1	\$37.71	\$2,413.60	\$2,552.00	\$2,698.40	\$2,852.80	\$3,016.80
B029	CHILD SUPPORT INVSTGTR-U	1	\$37.71	\$2,413.60	\$2,552.00	\$2,698.40	\$2,852.80	\$3,016.80
G112	COMM WORKER I	1	\$22.22	\$1,422.40	\$1,504.00	\$1,589.60	\$1,680.80	\$1,777.60
G113	COMM WORKER II	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
G114	COM WORKER III	1	\$30.68	\$1,963.20	\$2,076.00	\$2,195.20	\$2,321.60	\$2,454.40
B184	COMM WORKER II-U	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
B183	COMM WORKER I-U	1	\$22.22	\$1,422.40	\$1,504.00	\$1,589.60	\$1,680.80	\$1,777.60
G050	CRIME ANALYST	5	\$37.81	\$2,420.00	\$2,558.40	\$2,705.60	\$2,860.80	\$3,024.80
B010	CRIME ANALYST-U	5	\$37.81	\$2,420.00	\$2,558.40	\$2,705.60	\$2,860.80	\$3,024.80
G223	DEPUTY PUBLIC ADMSTR I	1	\$28.44	\$0.00	\$0.00	\$2,035.20	\$2,152.00	\$2,275.20
G224	DEPUTY PUBLIC ADMSTR II	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
G220	DEPUTY PUBLIC GDN CON I	1	\$28.44	\$0.00	\$0.00	\$2,035.20	\$2,152.00	\$2,275.20
G225	DEPUTY PUBLIC GDN CON II	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
G217	DEPUTY PUBLIC GDN CON III	5	\$37.87	\$2,424.00	\$2,562.40	\$2,709.60	\$2,865.60	\$3,029.60
G237	EMPLMNT SRVCS SPEC I	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
G238	EMPLMNT SRVCS SPEC II	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B144	EMPLMNT SRVCS SPEC II-U	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B143	EMPLMNT SRVCS SPEC I-U	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
G215	ESTATE PROPERTY SUPRVSR-E	5	\$44.58	\$2,852.80	\$3,016.80	\$3,189.60	\$3,372.80	\$3,566.40
G055	EVALUATION ANALYST	5	\$37.81	\$2,420.00	\$2,558.40	\$2,705.60	\$2,860.80	\$3,024.80
G065	FRAUD INVESTIGATOR I	1	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
G066	FRAUD INVESTIGATOR II	1	\$37.71	\$2,413.60	\$2,552.00	\$2,698.40	\$2,852.80	\$3,016.80
G230	HUMAN SVCS ANALYST I	1	\$30.48	\$1,950.40	\$2,062.40	\$2,180.80	\$2,306.40	\$2,438.40
G231	HUMAN SVCS ANALYST II	5	\$35.73	\$2,286.40	\$2,417.60	\$2,556.80	\$2,703.20	\$2,858.40
B061	HUMAN SVCS ANALYST II-U	5	\$35.73	\$2,286.40	\$2,417.60	\$2,556.80	\$2,703.20	\$2,858.40
B062	HUMAN SVCS ANALYST I-U	1	\$30.48	\$1,950.40	\$2,062.40	\$2,180.80	\$2,306.40	\$2,438.40
G233	HUMAN SVCS HEARINGS OFFCR	1	\$39.85	\$2,550.40	\$2,696.80	\$2,851.20	\$3,015.20	\$3,188.00
G232	HUMAN SVCS SUPERVISOR-E	5	\$39.85	\$2,550.40	\$2,696.80	\$2,851.20	\$3,015.20	\$3,188.00
B060	HUMAN SVCS SUPERVISOR-U-E	5	\$39.85	\$2,550.40	\$2,696.80	\$2,851.20	\$3,015.20	\$3,188.00
G067	INVESTIGATIVE ANALYST	1	\$30.38	\$1,944.00	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40
G234	JOB DEVEL SPEC I	1	\$30.48	\$1,950.40	\$2,062.40	\$2,180.80	\$2,306.40	\$2,438.40

G235	JOB DEVEL SPEC II	2	\$35.73	\$2,286.40	\$2,417.60	\$2,556.80	\$2,703.20	\$2,858.40
B141	JOB DEVEL SPEC II-U	2	\$35.73	\$2,286.40	\$2,417.60	\$2,556.80	\$2,703.20	\$2,858.40
B140	JOB DEVEL SPEC I-U	1	\$30.48	\$1,950.40	\$2,062.40	\$2,180.80	\$2,306.40	\$2,438.40
G051	LD CRIME ANALYST	5	\$41.59	\$2,661.60	\$2,814.40	\$2,976.00	\$3,146.40	\$3,327.20
B007	LEAD CRIME ANALYST-U	5	\$41.59	\$2,661.60	\$2,814.40	\$2,976.00	\$3,146.40	\$3,327.20
T104	LEAD TRANSPORTATION OFFCR	1	\$24.82	\$1,588.80	\$1,680.00	\$1,776.00	\$1,877.60	\$1,985.60
G121	MAR AND FAM THERAPIST I	1	\$35.02	\$2,241.60	\$2,369.60	\$2,505.60	\$2,649.60	\$2,801.60
G120	MAR AND FAM THERAPIST II	1	\$39.28	\$2,513.60	\$2,658.40	\$2,810.40	\$2,972.00	\$3,142.40
B109	MAR AND FAM THERAPST II-U	1	\$39.28	\$2,513.60	\$2,658.40	\$2,810.40	\$2,972.00	\$3,142.40
B110	MAR AND FAM THERAPST I-U	1	\$35.02	\$2,241.60	\$2,369.60	\$2,505.60	\$2,649.60	\$2,801.60
G119	MENTAL HLTH COUNSLR I	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
G118	MENTAL HLTH COUNSLR II	1	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B105	MENTAL HLTH COUNSLR II-U	1	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B104	MENTAL HLTH COUNSLR I-U	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
G081	MENTAL HLTH PROG SPEC	5	\$42.47	\$2,718.40	\$2,874.40	\$3,039.20	\$3,213.60	\$3,397.60
G083	MENTAL HLTH PROG SPEC-E	5	\$42.47	\$2,718.40	\$2,874.40	\$3,039.20	\$3,213.60	\$3,397.60
B156	MENTAL HLTH PROG SPEC-U	5	\$42.47	\$2,718.40	\$2,874.40	\$3,039.20	\$3,213.60	\$3,397.60
G106	PROGRAM COUNSELOR I	1	\$24.54	\$1,570.40	\$1,660.80	\$1,756.00	\$1,856.80	\$1,963.20
G107	PROGRAM COUNSELOR II	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
G040	PSYCH SOCIAL WORKER I	5	\$35.02	\$2,241.60	\$2,369.60	\$2,505.60	\$2,649.60	\$2,801.60
G035	PSYCH SOCIAL WORKER II	5	\$39.28	\$2,513.60	\$2,658.40	\$2,810.40	\$2,972.00	\$3,142.40
B111	PSYCH SOCIAL WORKER II-U	5	\$39.28	\$2,513.60	\$2,658.40	\$2,810.40	\$2,972.00	\$3,142.40
B112	PSYCH SOCIAL WORKER I-U	5	\$35.02	\$2,241.60	\$2,369.60	\$2,505.60	\$2,649.60	\$2,801.60
F151	REHAB MARKETING MANAGER	5	\$40.70	\$2,604.80	\$2,754.40	\$2,912.00	\$3,079.20	\$3,256.00
F150	REHAB PRODCNTN MANAGER-E	5	\$42.54	\$2,722.40	\$2,878.40	\$3,044.00	\$3,218.40	\$3,403.20
F041	REHAB PRODCNTN SUPVR I	5	\$27.82	\$1,780.80	\$1,882.40	\$1,990.40	\$2,104.80	\$2,225.60
F043	REHAB PRODCNTN SUPVR II	5	\$31.60	\$2,022.40	\$2,138.40	\$2,260.80	\$2,391.20	\$2,528.00
F048	REHAB PRODCNTN SUPVR III	5	\$35.39	\$2,264.80	\$2,395.20	\$2,532.00	\$2,677.60	\$2,831.20
B172	REHAB PRODCNTN SUPVR II-U	5	\$31.60	\$2,022.40	\$2,138.40	\$2,260.80	\$2,391.20	\$2,528.00
B171	REHAB PRODCNTN SUPVR I-U	5	\$27.82	\$1,780.80	\$1,882.40	\$1,990.40	\$2,104.80	\$2,225.60
G025	RESIDENTIAL COUNSELOR I	1	\$30.40	\$1,945.60	\$2,057.60	\$2,175.20	\$2,300.00	\$2,432.00
G027	RESIDENTIAL COUNSELOR II	1	\$33.80	\$2,163.20	\$2,287.20	\$2,418.40	\$2,557.60	\$2,704.00
G027-R	RESIDENTIAL COUNSELR II-R	1	\$35.48	\$2,270.40	\$2,400.80	\$2,538.40	\$2,684.00	\$2,838.40
G025-R	RESIDENTIAL COUNSELOR I-R	1	\$31.92	\$2,043.20	\$2,160.00	\$2,284.00	\$2,415.20	\$2,553.60
G063	SENR SHELTER CARE COUN-E	5	\$37.52	\$2,401.60	\$2,539.20	\$2,684.80	\$2,838.40	\$3,001.60
G061	SHELTER CARE COUNSELOR I	1	\$30.40	\$1,945.60	\$2,057.60	\$2,175.20	\$2,300.00	\$2,432.00
G062	SHELTER CARE COUNSELOR II	1	\$33.80	\$2,163.20	\$2,287.20	\$2,418.40	\$2,557.60	\$2,704.00
G062-R	SHELTER CARE COUNSLR II-R	1	\$35.48	\$2,270.40	\$2,400.80	\$2,538.40	\$2,684.00	\$2,838.40
G061-R	SHELTER CARE COUNSELR I-R	1	\$31.92	\$2,043.20	\$2,160.00	\$2,284.00	\$2,415.20	\$2,553.60
G095	SOCIAL WORK SUPVSR	5	\$44.58	\$2,852.80	\$3,016.80	\$3,189.60	\$3,372.80	\$3,566.40
G093	SOCIAL WORK SUPVSR-E	5	\$44.58	\$2,852.80	\$3,016.80	\$3,189.60	\$3,372.80	\$3,566.40
G098	SOCIAL WORKER I	5	\$28.44	\$0.00	\$0.00	\$2,035.20	\$2,152.00	\$2,275.20
G097	SOCIAL WORKER II	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
G096	SOCIAL WORKER III	5	\$37.87	\$2,424.00	\$2,562.40	\$2,709.60	\$2,865.60	\$3,029.60
B106	SOCIAL WORKER III-U	5	\$37.87	\$2,424.00	\$2,562.40	\$2,709.60	\$2,865.60	\$3,029.60
B108	SOCIAL WORKER II-U	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B107	SOCIAL WORKER I-U	5	\$28.44	\$0.00	\$0.00	\$2,035.20	\$2,152.00	\$2,275.20
G218	SUPERVNG DPG-CNVR-E	5	\$44.58	\$2,852.80	\$3,016.80	\$3,189.60	\$3,372.80	\$3,566.40

F005	SUPERVNG MENTL HLTH CLN-E	2	\$48.60	\$3,110.40	\$3,288.80	\$3,477.60	\$3,676.80	\$3,888.00
G064	SUPERVSR FRAUD INVST-E	5	\$41.43	\$2,651.20	\$2,804.00	\$2,964.80	\$3,134.40	\$3,314.40
T103	TRANSPORTATION OFFICER	1	\$22.90	\$0.00	\$0.00	\$1,638.40	\$1,732.80	\$1,832.00
G100	VOC REHAB COUNSELING SUPV	5	\$45.50	\$2,912.00	\$3,079.20	\$3,256.00	\$3,442.40	\$3,640.00
G200	VOC REHAB COUNSELOR I	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20
G013	VOC REHAB COUNSELOR II	5	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
G190	VOC REHAB COUNSELOR III	5	\$37.87	\$2,424.00	\$2,562.40	\$2,709.60	\$2,865.60	\$3,029.60
B178	VOC REHAB COUNSELOR III-U	1	\$37.87	\$2,424.00	\$2,562.40	\$2,709.60	\$2,865.60	\$3,029.60
B177	VOC REHAB COUNSELOR II-U	1	\$32.12	\$2,056.00	\$2,173.60	\$2,298.40	\$2,430.40	\$2,569.60
B176	VOC REHAB COUNSELOR I-U	1	\$28.44	\$1,820.00	\$1,924.80	\$2,035.20	\$2,152.00	\$2,275.20

EXHIBIT C
Inspection and Regulation Unit

- 1 Environmental Health employees in the following classifications, Environmental Health Program Supervisor, Environmental Health Program Specialist and Hazardous Materials Specialist, who obtain a certificate/registration as a Professional Engineer, Registered Geologist, or Registered Engineering Geologist shall receive a differential of one step (5.74%) in addition to all other compensation. No more than two employees at a time may receive this differential.
2. At the request of the union, appropriate County officials agree to meet to discuss the use of and need for continuing education. Such discussions shall include, but not be limited to educational leave days and/or reimbursement for costs associated with continuing education.

Additionally, at such time as Continuing Education (CE) credits are required as a condition of State licensure, registration or certification for positions in this bargaining unit, the County agrees to meet with the Union regarding formal educational leave provisions for the fulfillment of such requirements.

3. Employees assigned to on-call for the Hazardous Materials Section of the Environmental Health Division shall, regardless of class or work group will be permitted a choice of cash or compensatory time when actually required to report for duty pursuant to Section 7.4 of this Memorandum of Agreement.
4. The County and Union will meet in the Health Department Organizational Review Committee to study the salaries of the Biologist/Standards Specialist series. This does not constitute any agreement to make any salary changes to this series. Any joint recommended changes to compensation or classification structure from the Review Committee will be submitted to the County Manager and Human Resources Department for review. If the County Manager and Human Resources Department concur with the recommendations, they will be submitted to the Board of Supervisors and/or Civil Service Commission.
5. Effective September 13, 2006, the County and Union reached agreement to increase the Life Insurance for Environmental Health employees who are on the Hazardous Materials Emergency Response Team (HMERT). The County shall provide Fifty Thousand Dollars (\$50,000) of life insurance for the employee and an additional One Hundred Thousand Dollars (\$100,000) of Accidental Death and Dismemberment (AD&D) insurance payable to the employee's beneficiary if the employee's death results from an accident on the job. This increased Life Insurance coverage only applies to staff who are members of the HMERT and shall only apply when they are members of that Team.

6. The Health Department, Human Resources, and the Union agree to meet no later than December 31, 2007 to discuss and study:
 1. The job specifications and requirements for the Technician series in the Hazardous Materials program.
 2. Consideration of classification studies for the three (3) Hazardous Materials Specialist III positions whose current program responsibilities include Medical Waste, Waste Tires, and Used Oil.
 3. The current practice of requiring a demotion for an individual at the II and III level who is transferring from the Environmental Health/Consumer section to the Hazardous Materials section and vice versa.
 4. Any joint recommended changes to compensation or classification structure from these meetings will be submitted to the County Manager and Human Resources Department for review. If the County Manager and Human Resources Department concur with the recommendations, they will be submitted to the Board of Supervisors and/or Civil Service Commission, as required. Individuals whose classifications are not recommended or accepted for study will retain their current rights under the Memorandum of Understanding.

**AFSCME- Inspection & Regulation
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
J062	BIO/STANDARDS SPC I	5	\$22.61	\$0.00	\$0.00	\$0.00	\$0.00	\$1,808.80
J063	BIO/STANDARDS SPC II	5	\$29.64	\$1,896.80	\$2,005.60	\$2,120.80	\$2,242.40	\$2,371.20
J064	BIO/STANDARDS SPC III	5	\$33.14	\$2,120.80	\$2,242.40	\$2,371.20	\$2,507.20	\$2,651.20
B095	BIO/STANDARDS SPC III-U	5	\$33.14	\$2,120.80	\$2,242.40	\$2,371.20	\$2,507.20	\$2,651.20
B094	BIO/STANDARDS SPC II-U	5	\$29.64	\$1,896.80	\$2,005.60	\$2,120.80	\$2,242.40	\$2,371.20
B093	BIO/STANDARDS SPC I-U	5	\$22.61	\$0.00	\$0.00	\$0.00	\$0.00	\$1,808.80
J065	BIO/STANDARDS SPC IV	5	\$37.13	\$2,376.00	\$2,512.80	\$2,656.80	\$2,809.60	\$2,970.40
B096	BIO/STANDARDS SPC IV-U	5	\$37.13	\$2,376.00	\$2,512.80	\$2,656.80	\$2,809.60	\$2,970.40
J057	BUILDING INSPECTOR I	1	\$34.74	\$2,223.20	\$2,351.20	\$2,485.60	\$2,628.80	\$2,779.20
J058	BUILDING INSPECTOR II	1	\$42.60	\$0.00	\$0.00	\$3,048.00	\$3,223.20	\$3,408.00
J059	BUILDING INSPECTOR III	1	\$45.04	\$2,882.40	\$3,048.00	\$3,222.40	\$3,408.00	\$3,603.20
J056	BUILDING PERMIT COOR	1	\$36.00	\$2,304.00	\$2,436.00	\$2,576.00	\$2,724.00	\$2,880.00
J060	BUILDING PERMIT TECH I	1	\$25.31	\$1,620.00	\$1,712.80	\$1,811.20	\$1,915.20	\$2,024.80
J061	BUILDING PERMIT TECH II	1	\$29.99	\$1,919.20	\$2,029.60	\$2,145.60	\$2,268.80	\$2,399.20
J047	COMCBL DISEASE INVEST	1	\$32.04	\$2,050.40	\$2,168.00	\$2,292.80	\$2,424.00	\$2,563.20
B050	COMCBL DISEASE INVEST-U	1	\$32.04	\$2,050.40	\$2,168.00	\$2,292.80	\$2,424.00	\$2,563.20
J007	ENVIR HLTH PROGRAM SUPR-E	2	\$51.88	\$3,320.00	\$3,511.20	\$3,712.00	\$3,925.60	\$4,150.40
J048	ENVIR HLTH SPEC I	1	\$30.82	\$0.00	\$0.00	\$2,205.60	\$2,332.00	\$2,465.60
J046	ENVIR HLTH SPEC II	1	\$40.36	\$2,583.20	\$2,731.20	\$2,888.00	\$3,053.60	\$3,228.80
J049	ENVIR HLTH SPEC III	1	\$42.83	\$2,740.80	\$2,898.40	\$3,064.80	\$3,240.80	\$3,426.40
B009	ENVIR HLTH SPEC III-U	1	\$42.83	\$2,740.80	\$2,898.40	\$3,064.80	\$3,240.80	\$3,426.40
B006	ENVIR HLTH SPEC II-U	1	\$40.36	\$2,583.20	\$2,731.20	\$2,888.00	\$3,053.60	\$3,228.80
B005	ENVIR HLTH SPEC I-U	1	\$30.82	\$1,972.80	\$2,085.60	\$2,205.60	\$2,332.00	\$2,465.60
J037	ENVIR HLTH SPEC IV	5	\$46.23	\$2,958.40	\$3,128.80	\$3,308.00	\$3,497.60	\$3,698.40
J039	ENVIR HLTH TECHNICIAN I	1	\$26.92	\$1,723.20	\$1,821.60	\$1,926.40	\$2,036.80	\$2,153.60
J040	ENVIR HLTH TECHNICIAN II	1	\$28.46	\$1,821.60	\$1,925.60	\$2,036.80	\$2,153.60	\$2,276.80
J001	HAZ MAT SPECIALIST I	1	\$30.82	\$0.00	\$0.00	\$2,205.60	\$2,332.00	\$2,465.60
J003	HAZ MAT SPECIALIST II	1	\$40.36	\$2,583.20	\$2,731.20	\$2,888.00	\$3,053.60	\$3,228.80
J004	HAZ MAT SPECIALIST III	1	\$42.83	\$2,740.80	\$2,898.40	\$3,064.80	\$3,240.80	\$3,426.40
B053	HAZ MAT SPECIALIST III-U	1	\$42.83	\$2,740.80	\$2,898.40	\$3,064.80	\$3,240.80	\$3,426.40
B052	HAZ MAT SPECIALIST II-U	1	\$40.36	\$2,583.20	\$2,731.20	\$2,888.00	\$3,053.60	\$3,228.80
B033	HAZ MAT SPECIALIST I-U	1	\$30.82	\$0.00	\$0.00	\$2,205.60	\$2,332.00	\$2,465.60
J005	HAZ MAT SPECIALIST IV	5	\$46.23	\$2,958.40	\$3,128.80	\$3,308.00	\$3,497.60	\$3,698.40
B054	HAZ MAT SPECIALIST IV-U	5	\$46.23	\$2,958.40	\$3,128.80	\$3,308.00	\$3,497.60	\$3,698.40
J041	LEAD ENVIR HLTH TECHNICIA	1	\$30.18	\$1,931.20	\$2,042.40	\$2,159.20	\$2,283.20	\$2,414.40
J067	PEST DETECTION SPEC	5	\$23.00	\$1,472.00	\$1,556.80	\$1,645.60	\$1,740.00	\$1,840.00
B092	PEST DETECTION SPEC-U	5	\$23.00	\$1,472.00	\$1,556.80	\$1,645.60	\$1,740.00	\$1,840.00
J070	PEST DETECTION SUPERVSR-E	5	\$28.00	\$1,792.00	\$1,895.20	\$2,003.20	\$2,118.40	\$2,240.00
J082	RESOURCE CONSERV SPEC I	1	\$34.39	\$2,200.80	\$2,327.20	\$2,460.80	\$2,601.60	\$2,751.20
B047	RESOURCE CONSERV SP I-U	1	\$34.39	\$2,200.80	\$2,327.20	\$2,460.80	\$2,601.60	\$2,751.20

J083	RESOURCE CONSERV SP II	1	\$37.84	\$2,421.60	\$2,560.80	\$2,708.00	\$2,863.20	\$3,027.20
B048	RESOURCE CONSERV SP II-U	1	\$37.84	\$2,421.60	\$2,560.80	\$2,708.00	\$2,863.20	\$3,027.20
J081	RESOURCE CONSERV SP III	1	\$40.87	\$2,616.00	\$2,765.60	\$2,924.80	\$3,092.00	\$3,269.60
B011	RESOURCE CONSERV SP III-U	1	\$40.87	\$2,616.00	\$2,765.60	\$2,924.80	\$3,092.00	\$3,269.60
J045	SENR COMCBL DISEASE INVST	1	\$33.86	\$2,167.20	\$2,291.20	\$2,423.20	\$2,561.60	\$2,708.80

EXHIBIT D
Institutional Services Unit

1. The County shall continue to provide appropriate uniforms for employees of the Food Services Division who must wear a uniform. In accordance with this provision, Lab Coats will be made available to all Food Services Supervisors.
2. The County has agreed to provide knives for those culinary personnel required to use them in the course of their work.
3. Cooks regularly assigned to work at the medium security facility and Honor Camp in La Honda shall receive premium pay at the rate of one step in addition to all other compensation while so assigned. No more than two employees shall be so assigned at any one time.
4. Cooks who perform the duties of baker and AAA Senior Meals Program delivery coordination at County General Hospital shall receive a differential equivalent to the salary for the classification of Supervising Cook I. Only one employee at a time may be so assigned.

**AFSCME- Institutional Services
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
S030	COOK I	1	\$23.46	\$0.00	\$0.00	\$1,678.40	\$1,775.20	\$1,876.80
S027	COOK II	1	\$25.38	\$0.00	\$0.00	\$1,816.00	\$1,920.00	\$2,030.40
S032	DIETETIC ASSISTANT-T	1	\$26.40	\$0.00	\$0.00	\$0.00	\$1,997.60	\$2,112.00
S031	DIETETIC TECH	1	\$26.40	\$1,689.60	\$1,786.40	\$1,888.80	\$1,997.60	\$2,112.00
B173	DIETETIC TECH-U	1	\$26.40	\$1,689.60	\$1,786.40	\$1,888.80	\$1,997.60	\$2,112.00
S035	FOOD SERVICE SUP- E	1	\$25.38	\$0.00	\$0.00	\$1,816.00	\$1,920.00	\$2,030.40
B035	FOOD SERVICE SUPERVISOR-U	1	\$25.38	\$0.00	\$0.00	\$1,816.00	\$1,920.00	\$2,030.40
S038	FOOD SERVICE WORKER I	1	\$21.22	\$0.00	\$0.00	\$1,518.40	\$1,605.60	\$1,697.60
S037	FOOD SERVICE WORKER II	1	\$22.37	\$0.00	\$0.00	\$1,600.80	\$1,692.80	\$1,789.60
S003	LINEN HOUSEKEEPG SVC SP-E	5	\$26.39	\$1,688.80	\$1,785.60	\$1,888.00	\$1,996.80	\$2,111.20
S065	SEAMSTRESS	1	\$20.49	\$1,311.20	\$1,386.40	\$1,466.40	\$1,550.40	\$1,639.20
S020	SUPERVNG COOK-E	5	\$27.01	\$0.00	\$0.00	\$1,932.80	\$2,043.20	\$2,160.80

EXHIBIT E
Licensed Vocational Nurse Unit

1. Shift Differential. Nurses shall be paid at the rate specified in Section 8.1 (1) when assigned to a shift which starts after 1:59 p.m. and before 10:00 p.m.
2. Rest Period. Each institutional Nurse shall have an unbroken rest period of at least twelve (12) hours between shifts, and of at least fifty-five (55) hours between shifts when the Nurse is off duty on the weekend or two (2) consecutive days off duty, and of at least thirty-one (31) hours between shifts when the Nurse is off-duty on a holiday or for a single day. All hours worked within the above rest periods shall be paid at the rate of one and one-half (1 ½) times the nurse's straight-time rate of pay. This provision may be waived on the request of the individual Nurse and with the agreement of the supervisor provided that the Nurse is not otherwise eligible to receive overtime compensation. If employees are receiving overtime for such rest period time, they are ineligible for this payment. The provisions of this Section shall not apply to nurses whose regularly scheduled shift requires less than twelve (12) hours between the end of one (1) regularly scheduled workday and the beginning of the next regularly scheduled workday.
3. Scheduled Days Off. The County will continue its present practice with regard to scheduling employees an average of one out of three weekends off duty and shall endeavor to schedule employees an average of every other weekend off duty as soon as feasible. Patient care requirements and equitable staff scheduling shall be considered.
4. No Rotation of Shifts. Shift assignments shall not be rotated for the sole purpose of equalizing tours of duty for Licensed Vocational Nurses on each shift.
5. Shift Assignments. Licensed Vocational Nurses shall be assigned to the shift for which they were employed within (3) months following their first work day. Up to three (3) months of employment shall be considered an orientation period during which time Licensed Vocational Nurses will normally be assigned to the day shift.
6. Double Shift. Part-time nurses working less than forty (40) hours per week who work a double shift of sixteen (16) hours shall receive sixty dollars (\$60.00) in addition to all other compensation. Part-time nurses working more than eight (8) hours but less than sixteen (16) hours shall receive an hourly proration of the above rate.
7. On-Call Duty. Institutional nurses in the Licensed Vocational Nurses' Unit shall be paid the hourly equivalent of one-half (1/2) their base pay for each hour they are required to be in an on call status. Nurses will not receive on-call pay for periods when they are actually at work.

8. Attendance at Educational Courses. The County will endeavor to schedule required hours of work for Licensed Vocational Nurses so as to permit them to attend educational courses directly related to the nursing profession; provided, however, that such scheduling shall not interfere with normal operation of the department.
9. Educational Leave. All Licensed Vocational Nurses shall be allowed six (6) days of educational leave each fiscal year under prescribed policies.
10. IV/Phlebotomy Skills. The County has agreed to encourage nursing supervisory staff to make use of IV and Phlebotomy skills of those nurses who have passed IV/Phlebotomy classes. The County also agrees to provide the necessary State qualifying training for nurses who are asked to carry out IV and phlebotomy activities.
11. A Licensed Vocational Nurse who is assigned to work in a lead capacity will receive a differential of one step (5.74%) in addition to all other compensation.
12. Licensed Vocational Nurses employed in the Clinic Option shall receive compensation in the amount of one step (5.74%) in addition to all other compensation.
13. Work Schedules. In areas with no regular schedule, a tentative work schedule shall be posted six (6) weeks prior to its effective date. The schedule shall be finalized no later than ten (10) working days prior to its effective date. Affected LVN's shall be notified before any changes are made to the final schedule.

**AFSCME- Licensed Vocational Nurse Unit
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
F020	LICENSED VOC NURSE	1	\$30.25	\$0.00	\$2,047.20	\$2,164.80	\$2,288.80	\$2,420.00
F020-R	LICENSED VOC NURSE-R	1	\$31.75	\$2,032.00	\$2,148.80	\$2,272.00	\$2,402.40	\$2,540.00
B155	LICENSED VOC NURSE-U	1	\$30.25	\$0.00	\$2,047.20	\$2,164.80	\$2,288.80	\$2,420.00

EXHIBIT F
Parks Unit

1. New employees shall receive a thirteen (13) biweekly pay period allowance by the completion of two (2) biweekly pay periods of service with subsequent payments to be made at the completion of each additional thirteen (13) biweekly pay periods of continuous service. If the employee's service is terminated for any reason, the County shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.

Effective February 1, 2000, the maximum uniform allowance for every classification in the Parks Unit will be \$650 per year. For items not covered by the vendor agreements, employees will submit receipts for reimbursement. The uniform committee shall determine what items or services will be eligible for reimbursement outside the vendor contract. Whether directly billed to the County or reimbursed to employees, the total annual uniform allowance per employee will not exceed \$650.00. A maximum of \$100.00 per year from the yearly uniform allowance may be used for reimbursement of costs associated with the repair, maintenance, and dry-cleaning of uniform items.

The County agrees to continue the Uniform Committee as needed with the purpose of re-evaluating the uniform policy.

2. Park Rangers assigned to the Memorial Park wastewater treatment plant who possess a current California Grade II Wastewater Certificate and who spend at least fifty percent (50%) of their time performing duties related to these plants shall receive premium pay in the amount of one step (5.74%) in addition to all other compensation. Only one employee may be so assigned.

Park Rangers with a current California Grade II Wastewater Certificate who provide relief for the Ranger assigned to Memorial Park wastewater treatment plant, shall receive the amount of one step (5.74%) in addition to all other compensation when providing relief. Only one employee may be so assigned.

3. Park Rangers and the Equipment Mechanic/Operator, Parks, assigned to perform maintenance work at the Parks Division maintenance Unit at Coyote Point shall receive premium pay at the rate of ten percent (10%) of their base salary in addition to all other compensation. This pay will begin thirteen pay periods after the employee is assigned to the unit and has demonstrated acceptable maintenance skills.
4. Per the Parks and Recreation Division's Administrative Policies and Procedures memo on "Mileage Reimbursement-Remote Areas", Park Rangers assigned to remote locations shall receive mileage reimbursement.
5. It is the department's intent to provide thirty (30) days notice to employees of upcoming trainings, when feasible. The department will make every effort to

provide this notice to employees however, it does not always have control of the schedules of the professionals providing these trainings. In cases where more than 30 days notice is given the division will work with the employees to reschedule days off. In cases where schedules must be changed because the department cannot give 30 days notice, it will reimburse employees for time worked, at the appropriate level of compensation.

6. The Parks Department and Union will establish a Labor/Management committee to discuss the future department organization, work assignments, use of non-county personnel, and other issues to be identified. The Union may have up to 5 members on this committee. If another park area is added during the term of this agreement, an additional member would be considered.

**AFSCME- Parks
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
L024	ASSISTANT HARBORMASTER	5	\$34.92	\$2,235.20	\$2,363.20	\$2,498.40	\$2,642.40	\$2,793.60
L017	EQUIPMENT MECH/OPER PARKS	1	\$37.15	\$2,377.60	\$2,514.40	\$2,658.40	\$2,810.40	\$2,972.00
L042	GARDENER	1	\$30.49	\$1,951.20	\$2,063.20	\$2,181.60	\$2,307.20	\$2,439.20
L005	LEAD GARDENER	1	\$34.92	\$2,235.20	\$2,363.20	\$2,498.40	\$2,642.40	\$2,793.60
L046	PARK AIDE-EH	1	\$14.53	\$929.60	\$983.20	\$1,040.00	\$1,099.20	\$1,162.40
L040	PARK RANGER I	1	\$26.92	\$1,723.20	\$1,821.60	\$1,926.40	\$2,036.80	\$2,153.60
L041	PARK RANGER II	1	\$30.49	\$1,951.20	\$2,063.20	\$2,181.60	\$2,307.20	\$2,439.20
L039	PARK RANGER III	5	\$34.92	\$2,235.20	\$2,363.20	\$2,498.40	\$2,642.40	\$2,793.60
L025	PARK RANGER IV-E	5	\$39.56	\$2,532.00	\$2,676.80	\$2,830.40	\$2,992.80	\$3,164.80
L014	PARKS & OPEN SPACE EQ OP	1	\$37.89	\$2,424.80	\$2,564.00	\$2,711.20	\$2,866.40	\$3,031.20
L043	PARKS ELECTR & MAINT WKR	5	\$38.41	\$2,458.40	\$2,599.20	\$2,748.00	\$2,906.40	\$3,072.80

EXHIBIT G

Planning Unit

1. Departmental management shall discuss with employees proposed reassignments from one division to another, including workload transition, and shall advise employees of impending reassignments prior to the general release of such information, unless absence of the employee makes this impossible.
2. **Registration Fees.** The County agrees to provide payment on a reimbursement basis of professional registration fees for employees in the classifications of Senior Capital Projects Manager, Capital Projects Manager, and Building Division Project Manager.
3. **Professional Societies and Associations.** For employees in the classifications of Senior Capital Projects Manager, and Capital Projects Manager, the County agrees to provide payment on a reimbursement basis to a maximum of Two Hundred and Fifty Dollars (\$250) of the annual dues for a maximum of three (3) professional societies and/or associations which as one of their principal purposes is not the representation of individuals in matters concerning wages, hours or other terms and conditions of employment.

The organizations which the employee wishes to join shall be selected by the employee. Reimbursement shall be subject to participation by the employee in said societies and/or associations and written approval of the department head or his/her designated representative.

4. **Educational Leave.** For employees in the classifications of Senior Capital Projects Manager, Capital Projects Manager, and Building Division Project Manager the County agrees to provide one day per year of educational leave.
5. Capital Projects Managers assigned to perform project management and coordination for major capital projects shall receive premium pay of ten percent (10%) of his/her salary in addition to all other compensation. Only one employee at a time may be so assigned.
6. Planners I, II, or III performing the duties of Design Review Officer, Zoning Hearing Officer, Assistant Section Supervisor or a duty of equivalent responsibility such as major project management/coordination, as determined by the Planning Director shall receive premium pay of ten percent (10%) in addition to all other compensation. No more than one person shall be assigned to each of these duties at one time. Preference in making such assignments shall be given to Planner III's or Planner II's who are in the process of promoting to Planner III. The Planning Director shall have the option of making alternative arrangements for covering these responsibilities as she/he sees fit if no qualified Planner III's are available for any reason as determined by the Planning Director, or if she/he believes these

responsibilities would be performed better under that alternative arrangement. The decision to pay the differential under such alternative arrangements shall be based upon a determination by the Planning Director as to whether the resulting assignment is equivalent in difficulty to that of the function of Zoning Hearing Officer, Design Review Officer or Assistant Section Supervisor and performed with the same independence expected of a Planner III.

**AFSCME- Planning
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
J055	BUILDING PLANS SPECIALIST	2	\$51.69	\$3,308.00	\$3,497.60	\$3,698.40	\$3,911.20	\$4,135.20
N108	CAPITAL PROJECTS MGR	5	\$52.66	\$3,370.40	\$3,563.20	\$3,768.00	\$3,984.00	\$4,212.80
R004	CODE COMPLIANCE OFFCR I	5	\$29.58	\$1,892.80	\$2,001.60	\$2,116.80	\$2,238.40	\$2,366.40
R005	CODE COMPLIANCE OFFCR II	5	\$34.08	\$2,180.80	\$2,306.40	\$2,438.40	\$2,578.40	\$2,726.40
N001	CONSTRUCTION PROJECTS MGR	5	\$43.38	\$2,776.00	\$2,936.00	\$3,104.00	\$3,282.40	\$3,470.40
B063	CONSTRUCTION PROJ MGR-U	5	\$43.38	\$2,776.00	\$2,936.00	\$3,104.00	\$3,282.40	\$3,470.40
N016	DELINEATOR II	1	\$39.26	\$2,512.80	\$2,656.80	\$2,809.60	\$2,970.40	\$3,140.80
R010	HOUSING & COMM DEV SUP	5	\$47.66	\$3,050.40	\$3,225.60	\$3,410.40	\$3,605.60	\$3,812.80
R001	HOUSING/COM DEV SPEC I	1	\$29.99	\$1,919.20	\$2,029.60	\$2,145.60	\$2,268.80	\$2,399.20
R002	HOUSING/COM DEV SPEC II	1	\$35.56	\$2,276.00	\$2,406.40	\$2,544.80	\$2,690.40	\$2,844.80
R003	HOUSING/COM DEV SPEC III	1	\$40.72	\$2,606.40	\$2,755.20	\$2,913.60	\$3,080.80	\$3,257.60
R060	PLANNER I	1	\$30.57	\$1,956.80	\$2,068.80	\$2,187.20	\$2,312.80	\$2,445.60
R050	PLANNER II	5	\$36.24	\$2,319.20	\$2,452.80	\$2,592.80	\$2,741.60	\$2,899.20
R040	PLANNER III	5	\$41.50	\$2,656.00	\$2,808.00	\$2,969.60	\$3,140.00	\$3,320.00
B056	PLANNER III-UNC	5	\$41.50	\$2,656.00	\$2,808.00	\$2,969.60	\$3,140.00	\$3,320.00
B057	PLANNER II-UNC	5	\$36.24	\$2,319.20	\$2,452.80	\$2,592.80	\$2,741.60	\$2,899.20
B058	PLANNER I-UNC	5	\$30.57	\$1,956.80	\$2,068.80	\$2,187.20	\$2,312.80	\$2,445.60
R065	PLANNING TECHNICIAN	1	\$26.83	\$1,716.80	\$1,816.00	\$1,920.00	\$2,029.60	\$2,146.40
R006	SENR CODE COMPLINC OFFC-E	5	\$40.72	\$2,606.40	\$2,755.20	\$2,913.60	\$3,080.80	\$3,257.60
R020	SENR PLANNER-E	2	\$52.42	\$3,355.20	\$3,547.20	\$3,751.20	\$3,966.40	\$4,193.60

EXHIBIT H
Plant and Equipment Maintenance Unit

1. The County and the Union have agreed on a tool allowance of Three hundred and Seven dollars (\$307.00) per year for the Auto Service Worker I/II and III, Auto Mechanic, Auto Mechanic Trainee and Automotive Services Supervisor classifications. The allowance shall be in the form of a reimbursement for actual expenses and such reimbursement shall be made according to procedures developed by the department. If the employee's service is terminated for any reason, the County shall be entitled to a prorated refund, and the County may make the appropriate deduction from the employee's pay.
2. Coveralls will be provided for Utility Workers in the Sheriff's Department by the County at no cost to the employee.
3. The County agrees that one position of Automotive Service Worker III may be flexibly staffed with one position of Automotive Mechanic Trainee, with the condition that the such a Trainee would flexibly promote to the journey level only if there were a Mechanic vacancy.
4. The County shall provide uniforms to employees in the Custodian classification who work for the Public Works Department.

The County shall continue to supply jackets to employees who travel to various locations to perform work-related duties on a routine basis. These jackets shall remain the property of the County and shall be returned when an employee leaves County services or assume duties not requiring travel. Employees are responsible for maintaining their jackets in a neat and clean manner.

The County shall provide uniforms to employees in the Custodian classification who are assigned to the Receiving Home.

5. Employees in the Motor Pool Division of Public Works in the classifications of Auto Services Worker I/II, Auto Mechanic and Auto Services Supervisor, who perform maintenance activities on vehicles of a Gross Vehicle Weight of 10,000 pounds or more will receive a differential of one step (5.74%) for the time actually spent while performing the work.
6. Two employees in the Stationary Engineer II classification (one in Redwood City and one in San Mateo) may be designated as lead workers and receive a ½ step differential while so designated. The County will meet with the union to discuss the eligibility for this designation.
7. Stationary Engineers assigned to the La Honda wastewater treatment plant or potable water treatment who possess a current California Grade II Wastewater Certificate shall receive premium pay in the amount of one step in addition to all other compensation. Stationary Engineers so assigned will exercise functional

supervision over the wastewater treatment operations at both the La Honda and Camp Glenwood wastewater plants. Only two employees may be so assigned on a regular basis. A third employee may receive this premium pay when performing these duties for the purpose of covering vacations, sick leave and emergency situations, as directed by the supervisor.

8. Custodians assigned as lead worker on a weekend shift shall receive premium pay at the rate of eight and six-tenths percent (8.6%) of his/her salary in addition to all other compensation for each weekend shift. Only one employee at a time may be so assigned.
9. Supervising Custodians responsible for overseeing daily housekeeping operations including staffing, solving immediate operational problems and ordering supplies in addition to retaining responsibility for a crew shall receive premium pay at a rate of ten percent (10%) of his/her salary in addition to all other compensation. Only one employee at a time may be so assigned.
10. Utility Workers who supervise the Sheriff's Work Program and/or Sheriff's inmates shall be allowed to leave work ½ hour early or may be authorized to work overtime if the manager or his/her designee, is unable to assign another deputized worker to cover the lunch period.
11. Employees in the classification of Community Services Officer 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 \$425.00 shall be made when the worker is hired by or transferred into the Sheriff's Office.
 - (b) A maintenance allowance of \$450.00 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 30 days of receipt of payment.
 - (c) 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.
12. The Department agrees to meet with the Union to discuss training opportunities for Airport Operations Specialists.

**AFSCME- Plant & Equipment
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
M003	AIRPORT OPERATIONS SPC I	1	\$26.77	\$1,713.60	\$1,811.20	\$1,915.20	\$2,025.60	\$2,141.60
M002	AIRPORT OPERATIONS SPC II	1	\$29.79	\$1,906.40	\$2,016.00	\$2,131.20	\$2,253.60	\$2,383.20
M001	AIRPORT OPERATIONS SUPV-E	1	\$37.81	\$2,420.00	\$2,558.40	\$2,705.60	\$2,860.80	\$3,024.80
W038	AUTO MECHANIC	1	\$33.33	\$0.00	\$0.00	\$0.00	\$0.00	\$2,666.40
W039	AUTO MECHANIC TRAINEE	1	\$31.56	\$2,020.00	\$2,136.00	\$2,258.40	\$2,388.00	\$2,524.80
W125	AUTO SERVICE SUPVSR-E	5	\$37.41	\$0.00	\$0.00	\$0.00	\$0.00	\$2,992.80
W121	AUTO SERVICE WKR I	1	\$22.84	\$1,461.60	\$1,545.60	\$1,634.40	\$1,728.00	\$1,827.20
W040	AUTO SERVICE WKR II	1	\$25.26	\$1,616.80	\$1,709.60	\$1,807.20	\$1,911.20	\$2,020.80
W041	AUTO SERVICE WKR III	1	\$27.87	\$1,784.00	\$1,886.40	\$1,994.40	\$2,108.80	\$2,229.60
T048	BOILER WATCH ENGINEER	1	\$32.84	\$2,101.60	\$2,222.40	\$2,349.60	\$2,484.80	\$2,627.20
T074	COMM SVCS OFFICER	1	\$22.79	\$1,458.40	\$1,542.40	\$1,630.40	\$1,724.00	\$1,823.20
T075	CUSTODIAN	1	\$21.77	\$1,393.60	\$1,473.60	\$1,557.60	\$1,647.20	\$1,741.60
T070	FORENSIC AUTOPSY TECH	1	\$23.79	\$1,522.40	\$1,609.60	\$1,702.40	\$1,800.00	\$1,903.20
T076	LEAD CUSTODIAN	1	\$23.65	\$1,513.60	\$1,600.80	\$1,692.00	\$1,789.60	\$1,892.00
T105	SCHOOL BUS DRIVER	1	\$22.90	\$0.00	\$0.00	\$1,638.40	\$1,732.80	\$1,832.00
T062	SENR UTILITY WORKER	1	\$26.63	\$1,704.00	\$1,802.40	\$1,905.60	\$2,015.20	\$2,130.40
T041	STATIONARY ENGINEER I	1	\$30.28	\$1,937.60	\$2,048.80	\$2,166.40	\$2,291.20	\$2,422.40
T040	STATIONARY ENGINEER II	1	\$35.83	\$0.00	\$0.00	\$0.00	\$0.00	\$2,866.40
T060	SUPERVNG CUSTODIAN-E	5	\$25.33	\$1,620.80	\$1,714.40	\$1,812.80	\$1,916.80	\$2,026.40
T012	SUPERVNG STATIONARY ENG-E	5	\$44.56	\$2,852.00	\$3,015.20	\$3,188.80	\$3,371.20	\$3,564.80
T064	UTILITY WORKER I	1	\$22.90	\$1,465.60	\$1,549.60	\$1,638.40	\$1,732.80	\$1,832.00
T063	UTILITY WORKER II	1	\$24.16	\$1,546.40	\$1,635.20	\$1,728.80	\$1,828.00	\$1,932.80

EXHIBIT I
Clinical Laboratory Scientist Unit

1. If, during the term of this Memorandum of Understanding, a full-time employee is laid off because a position is abolished as a result of the closing or the partial closing of San Mateo County General Hospital and such employee is unable to displace another County employee as provided in the Rules of the Civil Service Commission, such employee shall receive severance pay in the amount of One Hundred Dollars (\$100.00) for each full year of completed service (severance pay for part-time employees will be prorated on the basis of hours worked in the twelve (12) month period immediately preceding layoff); provided, however, that such employee shall be eligible for severance pay only if the employee remains in the service of the County until his/her services are no longer required by the department head; and provided further that the County reserves the right to reduce severance pay for any employee whose utilization of sick leave during the year immediately preceding termination was abusive.

This section shall not apply to any Clinical Laboratory Scientist, Public Health Microbiologist, Senior Public Health Microbiologist or Supervising Public Health Microbiologist hired on or after January 1, 1980.

2. The Professional Practices Committee shall be established consisting of no more than three (3) employees selected by the Union who are covered by this Memorandum of Understanding. The objectives of the Professional Practices Committee shall be to consider constructively the professional practice of medical technology and to consider ways and means to improve medical technology. The Clinical Services Managers in the Public Health Laboratory and the San Mateo Medical Center Laboratory shall meet with the Professional Practices Committee, upon request, for a meeting of no longer than two (2) hours to discuss the activities of the Professional Practices Committee. There shall be no more than one (1) bi-monthly meeting and the Professional Practices Committee shall be excused from duty with pay to attend such meeting.
3. The County has agreed to provide each employee in this unit with four (4) laboratory coats per an exchange system. The County and Union will meet to discuss and resolve issues and concerns during the six-month trial period.
4. Employees designated as lead workers in the Clinical Laboratory shall receive one step in addition to all other compensation. Only two employees may be so assigned at any given time, with one of these Lead differentials specifically tied to providing leadership on the evening shift.
5. Educational Leave. All employees in the classifications of Cytology Technologist I, Cytology Technologist II, Clinical Laboratory Scientist I, Clinical Laboratory Scientist II, Supervising Clinical Laboratory Scientist, Public Health Microbiologist I, and Public Health Microbiologist II shall be allowed three (3) days of

educational leave each fiscal year under prescribed policies. One employee in the classification of Cytology Technologist II may use these three (3) days of educational leave to attend the annual Cytological Conference under prescribed policies.

The three days is meant to provide a baseline commitment to the continuing educational needs of the unit's employees and does not constitute a limit on time for additional training that may be needed by the employee or the department.

6. Cross-trained Clinical Laboratory Scientists who are regularly assigned to and work on the evening or night shift shall receive an extra 2.5% for being cross-trained in two areas of specialization, or an extra 5% for being cross-trained in three or more areas of specialization.
7. The San Mateo Medical Center Laboratory Administration agrees to meet with the Cytology Technologist II to discuss and attempt to resolve issues and concerns relative to improving his/her work processes and work setting.
8. The County and Union agree to increase the Public Health Microbiologist series salaries as follows, effective 11/19/06:

	Step E-hourly rate
Public Health Microbiologist I	\$37.96
Public Health Microbiologist II	\$40.17
Supervising Public Health Microbiologist	\$44.22

County does not commit to ongoing linkage in salaries between Microbiologist (Public Health) and Clinical Lab Scientist (SMMC).

**AFSCME- Clinical Laboratory Scientist
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
B041	CLIN LAB SCIENTIST II-U	5	\$42.62	\$2,728.00	\$2,884.00	\$3,049.60	\$3,224.80	\$3,409.60
B040	CLIN LAB SCIENTIST I-U	5	\$40.27	\$2,577.60	\$2,724.80	\$2,881.60	\$3,047.20	\$3,221.60
F074	CLIN LAB SCIENTIST I	5	\$40.27	\$2,577.60	\$2,724.80	\$2,881.60	\$3,047.20	\$3,221.60
F023	CLIN LAB SCIENTIST II	5	\$42.62	\$2,728.00	\$2,884.00	\$3,049.60	\$3,224.80	\$3,409.60
F023-R	CLIN LAB SCIENTIST II-R	5	\$44.75	\$2,864.00	\$3,028.00	\$3,202.40	\$3,385.60	\$3,580.00
F074-R	CLIN LAB SCIENTIST I-R	5	\$42.28	\$2,705.60	\$2,860.80	\$3,025.60	\$3,199.20	\$3,382.40
F073	CYTOLOGY TECHNOLOGIST I	1	\$39.40	\$0.00	\$0.00	\$2,819.20	\$2,980.80	\$3,152.00
F070	CYTOLOGY TECHNOLOGIST II	1	\$42.60	\$0.00	\$0.00	\$3,048.00	\$3,223.20	\$3,408.00
F065	PUBLIC HLTH MICROBLGST I	5	\$40.27	\$2,577.60	\$2,724.80	\$2,881.60	\$3,047.20	\$3,221.60
F066	PUBLIC HLTH MICROBLGST II	5	\$42.62	\$2,728.00	\$2,884.00	\$3,049.60	\$3,224.80	\$3,409.60
F191	SUPERVNG CLIN LAB SCIENCS	5	\$46.92	\$3,003.20	\$3,175.20	\$3,357.60	\$3,549.60	\$3,753.60
F062	SUPERVNG PUB HLTH MICRB-E	5	\$46.92	\$3,003.20	\$3,175.20	\$3,357.60	\$3,549.60	\$3,753.60

EXHIBIT J Communications Unit

1. Communications Dispatchers II who are qualified as cross-trained dispatchers shall receive premium pay of one-half step (2.87%) in addition to their base salary. A cross-trained dispatcher is defined as a Communications Dispatcher II who is currently certified at all radios. This premium pay shall not be granted until training is received and certification is issued, certification will not be issued to any Dispatcher unable to demonstrate proficiency in all radio categories. Should a previously trained and certified cross-trained dispatcher lose certification, this premium pay shall also be lost until certification is regained.

During the ninety (90) day period following the execution of this Memorandum of Understanding, the County and the Union shall discuss the County's desire to maintain and increase both the number of cross-trained Dispatchers and the number of trained and cross-trained Dispatchers willing and capable of serving as Communications Training Officers for the provision of on-the-job training to new employees. The parties will also discuss the differential amount for cross-trained Dispatchers. Included in these discussions will be ongoing operational issues regarding alternate shift bid solutions for cross-trained dispatchers. The parties understand that the method chosen regarding alternate shift bid options must comply with Fair Labor Standards Act (FLSA) requirements, and not result in increased County cost.

2. Dispatchers assigned in writing to serve as acting supervisor for a shift or who are assigned to serve as Communications Training Officer (CTO) will receive a one-step differential.
3. For the Communications Bargaining Unit, the parties agreed that effective November 20, 2005, the 12 hour shift schedule was modified from the schedule of seven 12-hour shifts per pay period (a total of 84 hours with the final 4 hours paid as overtime), to six 12-hour shifts and one 8-hour shift per pay period (a total of 80 hours with no regularly-scheduled overtime).

Under the current staffing levels, this new schedule will result in 4 uncovered hours in conjunction with each of the 8-hour shifts. The parties agree that any available overtime resulting from such 4 uncovered hours will be posted for bid by qualified Dispatchers. Priority in such bidding shall be given to the Dispatcher who is working the 8-hour shift that results in the uncovered four hours. No dispatcher will be required to work this overtime.

The parties agree that Dispatchers who bid for any such overtime do so voluntarily and without coercion and that such overtime does not constitute regularly-scheduled overtime in determining compensation earnable for retirement purposes. Neither the employer nor the employee will, therefore, make any retirement

contributions on these overtime hours and the compensation resulting from such overtime will not be included in calculating the high salary for retirement annuities.

4. Public Safety Communications and the Union agree to meet should POST develop advanced certifications covering Communications Dispatchers during the term of this agreement. The County has serious concerns regarding eligibility requirements and costs.
5. The County agrees to increase the PTO (Personal Time Off) hours that can be used up to 300 hours per fiscal year. In increasing the PTO threshold to this level, the EPTO (Emergency Personal Time Off) benefit is eliminated.
6. The County and the Union (or PSC Administration and the Union) will meet within 30 days of the execution of this agreement to discuss implementation of shift exchanges over a longer period than permitted by current policy and practice.
7. Within 60 days following the execution of this Memorandum of Understanding, the County and the Union will meet to examine all issues that may contribute to the vacancy rate for Communications Dispatchers, and to make recommendations for measures that are likely to support recruitment and retention of qualified staff. The issues discussed will include but not be limited to: working conditions including mandatory overtime, salaries and scope of responsibility, hiring procedures, and policies, practices and other factors that may support or undermine retention of Dispatchers, once hired. This process shall be completed within six (6) months following the execution of this MOU. Such recommendations will be forwarded to Human Resources and the County Manager and, if accepted, presented to the Board of Supervisors for determination.

**AFSCME- Communications Dispatch
Salaries11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
V050	COMCTN DISPATCHER I/CLTKR	1	\$30.65	\$0.00	\$0.00	\$2,192.80	\$2,319.20	\$2,452.00
V048	COMCTN DISPATCHER II	1	\$37.89	\$2,424.80	\$2,564.00	\$2,711.20	\$2,866.40	\$3,031.20
V050-R	COMCTN DISPTCH I/CALTKR-R	1	\$32.18	\$0.00	\$0.00	\$2,302.40	\$2,434.40	\$2,574.40
V048-R	COMCTN DISPATCHER II-R	1	\$39.79	\$2,546.40	\$2,692.80	\$2,847.20	\$3,010.40	\$3,183.20
V045	COMMCTN DISPATCH COORDNTR	1	\$41.74	\$2,671.20	\$2,824.80	\$2,986.40	\$3,158.40	\$3,339.20

EXHIBIT K
Telecommunications Unit

**AFSCME- Telecommunications
Salaries: 11/01/09**

ClassCode	Class Title	Work Group	Range	A	B	C	D	E
E478	LEAD TELEPHONE OPERATOR	1	\$27.39	\$1,752.80	\$1,853.60	\$1,960.00	\$2,072.00	\$2,191.20
E480	TELEPHONE OPERATOR	1	\$22.18	\$1,419.20	\$1,500.80	\$1,587.20	\$1,678.40	\$1,774.40
V053	TELEPHONE SVCS ANALYST	1	\$33.49	\$2,143.20	\$2,266.40	\$2,396.00	\$2,533.60	\$2,679.20
E477	TELEPHONE SVCS SUPVSR-E	5	\$31.02	\$1,985.60	\$2,099.20	\$2,220.00	\$2,347.20	\$2,481.60

EXHIBIT L
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

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

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

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



(650) 363-4343
(650) 363-4321

Director
Donna Vaillancourt

ADMINISTRATION
Fax: (650) 363-4822

BENEFITS
Fax: (650) 599-1573

**COMMISSION ON THE
STATUS OF WOMEN**
Fax: (650) 363-4822

**EMPLOYEE &
LABOR RELATIONS**
Fax: (650) 363-4822

**EQUAL EMPLOYMENT
OPPORTUNITY (EEO)**
Fax: (650) 363-4822

PERSONNEL SERVICES
Fax: (650) 363-4219

RISK MANAGEMENT
Fax: (650) 363-4864

**TRAINING &
DEVELOPMENT**
Fax: (650) 363-4219

Board of Supervisors
Mark Church
Carole Groom
Richard Gordon
Rose Jacobs Gibson
Adrienne Tissier

October 27, 2009

Nadia Bledsoe, Business Agent
AFSCME Local 829, AFL-CIO
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Bledsoe,

This is to confirm discussions held during recent negotiations for a successor Memorandum of Understanding between the County of San Mateo and AFSCME. During negotiations, AFSCME expressed a desire to participate more inclusively in the process of evaluating services that may be more cost-effectively performed outside the county. AFSCME also requested to be involved earlier in the process of soliciting Requests For Proposal (RFP)'s for outside services that would result in the loss of AFSCME positions. To this end, the County agrees to continue an open process for evaluating the cost of providing county services prior to soliciting bids for existing services and to invite AFSCME to participate in a substantive role in the evaluation processes. It is understood that by participating in this process, AFSCME is not endorsing contracting or subcontracting County work.

Within 90 days after the adoption of this agreement, AFSCME may request to meet with the County to discuss suggestions and concerns regarding the RFP process; to hear AFSCME's advice regarding additions to the RFP template and to discuss timing for sharing information received from various vendors.

Sincerely,

Donna Vaillancourt
Director, Human Resources Department



SAN MATEO COUNTY
HEALTH SYSTEM

October 6, 2009

Nadia Bledsoe, Business Agent
AFSCME Local 829, AFL-CIO
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Bledsoe,

The San Mateo Medical Center Long-Term Care (LTC) Leadership team agrees to meet with the union 3 times a year, at the request of the union, to discuss staffing concerns related to nursing care hours for Medical Services Assistants and Licensed Vocational Nurses.

Included in these discussions will be a review of the frequency and nature of work-related injuries, reported illnesses, and any denied vacation requests due to staffing. The Leadership Team for LTC will include me, Rhonda Alvarez and Malu Cruz.

I look forward to working with you to continue enhancing the work environment for SMMC employees, both at San Mateo Medical Center and Burlingame Long-Term Care, in our efforts to provide optimal care to our patients.

Sincerely,

Sandra Kisson, RN MS
Deputy Director LTC
Chief Nursing Officer

cc: Susan Ehrlich, MD, SMMC Chief Executive Officer
John Thomas, SMMC Chief Operations Officer
Donna Vaillancourt, Director, Human Resources Department
Nicole McKay, Employee Relations Manager
Rhonda Alvarez, RN Director of Nursing
Malu Cruz, RN Nurse Manager



Board of Supervisors: Mark Church • Rose Jacobs-Gilson • Richard S. Gordon • Carole Groom • Adrienne Havier
Health System Chief: Jean S. Ponce • San Mateo Medical Center Interim CEO: Susan Ehrlich, MD, MPH
222 W. 39th Avenue • San Mateo, CA 94403 • PHONE 650.573.3222 • CA RELAY 711 • FAX 650.573.2050
www.sanmateomedicalcenter.org



SAN MATEO COUNTY
HEALTH SYSTEM

October 6, 2009

Sharon McAlvey, Business Agent
AFSCME Local 829, AFL-CIO
140 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. McAlvey,

Behavioral Health and Recovery Services agrees to change its productivity concept in favor of an alternative that would be developed with your membership through the Labor/Management committee meetings. We expect the new standard to be more aligned with our shared goals including appropriate client movement through the system. It is understood that the current productivity expectations shall remain in effect until such time as the parties are able to agree upon a replacement process.

Sincerely,

Louise Rogers
Director

cc: Paul Sorbo, Deputy Director of Behavioral Health & Recovery Services
Donna Vaillancourt, Director, Human Resources Department
Nicole McKay, Employee Relations Manager

BEHAVIORAL HEALTH AND RECOVERY SERVICES

Board of Supervisors: Mark Church • Rose Jacobs Gilbert • Richard S. Gordon • Carole Green • Adrienne Taster
Health System Chief: Jess S. Fraser
775 37th Avenue, Room 320 • San Mateo, CA 94403 • PHONE: 650.573.2541 • CA RELAY 711 • FAX: 650.573.2841
www.sqhealth.org



SAN MATEO COUNTY
HEALTH SYSTEM

October 21, 2009

Nadia Bledsoe, Business Agent
AFSCME Local 829, AFL-CIO
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Bledsoe,

San Mateo Medical Center Food & Nutrition Services (FNS) agrees to provide a two-pay period advanced written notice to the union and employees if it becomes necessary to change employees' schedules, either work days and/or work hours, due to operational, staffing, and/or budget issues. It is our expectation that this advanced notice will not include an employee's scheduled vacation but that may not be the case in all situations.

In cases of emergencies (e.g. unforeseen increase in SMMC population), the Department will at the earliest possible date notify the union in writing and be given an opportunity to meet with FNS management to discuss the change(s).

Sincerely,

John Thomas
Chief Operating Officer

cc: Susan Ehrlich, MD, SMMC Chief Executive Officer
Tony Washington, Director, Food and Nutrition Services
Donna Vaillancourt, Director, Human Resources Department
Nicole McKay, Employee Relations Manager



Board of Supervisors: Mark Church • Rose Jacobs-Gilson • Richard S. Gordon • Carole Oroom • Adrienne Tissier
Health System Chief: Jean S. Fraser • San Mateo Medical Center CEO: Susan Ehrlich, MD, MPP
233 W. 39th Avenue • San Mateo, CA 94403 • PHONE 650.573.2222 • CARRELLAY 711 • FAX 650.573.2030
www.smmat.com/medicalcenter.org

November 16, 2006

Ms. Linda Gregory
American Federation of State, County, and Municipal Employees
Local 829

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of November 5, 2006 – October 31, 2009:

1. Letters of Reprimand. The County agrees to investigate and, if proper, to correct any factual inaccuracies which may exist within employee Letters of Reprimand. This investigation may be done by a manager, a management analyst, or a representative of the Employee Relations Division. The employee may request at which level she/he wishes the matter to be investigated, however, the final decision as to who will investigate the issue will be made by the Director, Human Resources Department.
2. Leave of Absence Status. Recognizing that the Union needs information as to the leave status of its members for various purposes, the County agrees to provide a list of members who are on leave on a periodic basis and at the request of the Union. It is understood that the main purpose of such lists is for election purposes and that the requests should not be more often than twice a year.
3. Release Time Notification. The County will make every reasonable effort to notify and confirm to employees when they have been released from work to attend to Union business.
4. Americans With Disability Act (ADA). Upon the request of the employee a Union representative will be included in meetings dealing with issue of ADA reasonable accommodation.
5. Job Search. It is the intent of the County to allow a reasonable amount of County time for job search for employees whose positions have been identified as at risk of elimination.
6. Voluntary Time Off. In the event of a proposed layoff, the County will meet with the union representatives to discuss the feasibility of increased use of VTO as a means of reducing layoffs.
7. Performance Evaluations. The County agrees that the timely preparation of performance evaluations, (particularly timely evaluations of probationary employees), as stated in the County manager's letter to AFSCME of September 13, 1990, is one of the most important responsibilities of managers and supervisors, and will continue to stress this responsibility. In addition, concerns over employees having not received said evaluations, be they either probationary or permanent employees, should be brought to the attention of the Director, Human Resources Department, through the Employee Relations Division. The Department

or Agency involved will be notified of the need to prepare the evaluation where it is found to be due.

8. The County agrees to remind and support departments' sending copies of final decision letters in the disciplinary process to the Union, where the Union has represented the employee in the Skelly process.
9. The County does not intend to charge employees for parking. If circumstances occur which result in the County being required to charge employees for parking, the parties agree to meet and confer.
10. Workers who are required by the Department to obtain a Class A or Class B license will be reimbursed for the cost of the license fee. Additionally, the employee will be afforded reasonable time to obtain the required physical exam and the required DMV test on County time.
11. Direct Deposit shall be mandatory for all employees hired after October 30, 1999.
12. The County will communicate to its health and dental plan providers its desire to increase provider membership (doctors and dentists) to increase the choice available to County employees, retirees and dependents. While the County understands that providers are constantly working through their provider relations staff to accomplish this objective, the County will offer its support in identifying ways it can assist in this effort.
13. The Health Services Department and Sheriff's Office agree to meet with the Union within 120 days of the ratification of the MOU to discuss the Union's concerns regarding employees' safety in the Maguire Correctional Facility. The following topics will be discussed: physical evaluation of work areas to reduce potential hazards, training for defusing violence, and procedures for when violence occurs.
14. 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 AFSCME MOU, the County Manager will present an update regarding the implementation of Section 31658 to the Board of Supervisors for the Board's determination.

15. The parties agree to meet during the first year of the contract to discuss the parameters by which steward-to-steward training may be provided on paid release time, and to discuss County concerns about release time usage.

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

Dated: _____

APPROVED AND ACCEPTED:

AFSCME Local 829

County of San Mateo

By _____

By _____

By _____

By _____

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."

- 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>.

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

WH Publication 1420
Revised August 2001

*U.S. GOVERNMENT PRINTING OFFICE 2001-476-344/49051

November 4, 2006

Linda Gregory, Associate Director
AFSCME Local 829

AFSCME Sideletter on Shift Differential Changes

Dear Ms. Gregory:

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 AFSCME 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.

4. Communications Dispatchers frequently work a shift from 6:00 am until 6:00 pm and then work a partial overtime shift beginning at 6:00 pm that does not exceed 8 hours. Due to the operational uniqueness of the 911 Dispatch system, the County agrees that in such situations, Dispatchers will be paid shift differential for hours past 6:00 p.m. The parties agree that this provision only applies to Communications Dispatchers.

Sincerely,

Donna Vaillancourt
Human Resources Director

November 16, 2006

Linda Gregory
AFSCME, Local 829
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Gregory:

Occupational health and safety are the mutual concern of the employer, the union and employees. To that end, the County shall comply with applicable Federal, State and local safety laws, rules and regulations and ensure that employees will do the same.

Any workplace safety or health problem which is identified should be initially directed to the supervisor, departmental safety committee or safety representative, or the County's Central Safety Committee as appropriate for review and/or investigation. If the matter is not resolved at the initial level, the union or employee may appeal in writing to Risk Management.

The Safety Officer will investigate the safety and/or health problem, and will respond in writing as soon as possible, but no later than 30 calendar days from the date the problem was brought to his/her attention. The response will include a timeframe for abatement of the problem. If the matter is not satisfactorily resolved with this response, the matter may be submitted to the County Manager for review.

Sincerely,

Janine Keller
Risk Manager

November 16, 2006

Linda Gregory
AFSCME, Local 829

Dear Ms. Gregory:

The following memorandum was distributed on November 5, 1990, and remains the policy on the confidentiality of sick leave information:

DATE: August 5, 1990
TO: All Department Heads, Division Heads, and Payroll Clerks
FROM: Mary Welch, Human Resources Director
SUBJECT: Confidentiality of Sick Leave Information

During the recently completed negotiations with AFSCME and SEIU, it was brought to our attention that, in some cases, employee sick leave statements are not being treated with appropriate confidentiality. In order to ensure confidentiality, the following is suggested:

1. The number of people reviewing these statements should be kept to a "need to know" level;
2. Sick leave statements should never be left in plain view on a desk or other work area; and
3. Until sick leave statements are permanently placed in an employee's personnel file, they should be maintained in an envelope and removed only when necessary.

Sincerely,

Donna Vaillancourt
Human Resources Director

November 16, 2006

Linda Gregory
AFSCME Local 829

Dear Ms. Gregory:

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 16, 2006

Linda Gregory
AFSCME Local 829

Dear Ms. Gregory:

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 which are brought to our attention concerning the narrative section of performance evaluation.

Sincerely,

Donna Vaillancourt
Human Resources Director

November 16, 2006

Linda Gregory
AFSCME, Local 829

Dear Ms. Gregory:

Re: Appeal Process - Incompatible Activities

A County employee who is denied participation in any outside employment, activity, or enterprise for compensation because such outside employment, activity, or enterprise was deemed inconsistent, incompatible, in conflict with, or inimical to his/her employment with the County may appeal such a decision in the following manner. An employee may be represented throughout the appeal process by his/her employee organization.

Step 1 - Department Head. The employee shall contact his/her department head to schedule a meeting with the department head or his/her designee in an effort to resolve the issue at this level. If the issue is not resolved within the department, the employee may proceed to Step 2.

Step 2 – Human Resources Director. The employee shall make a written request to the Employee and Public Services Director for an informal hearing. The letter should delineate the specifics of the dispute and the remedy sought. Such notification must be received within 28 calendar days from the date the employee's department head first notified him/her of the denial of outside employment. The Human Resources Director shall meet with the employee and whomever else is deemed appropriate to determine the merits of the dispute. Once the Human Resources Director reaches a decision, the employee and the department head will be notified in writing. The decision of the Human Resources Director shall be final except as specified below.

Outside Employment Limited to 20 Hours per Week (full-time employees only). In instances where outside employment is denied solely because such employment exceeds 20 hours per week, the employee may, after appealing to the Human Resources Director as described in Step 2 above, seek an exemption from the Board of Supervisors and the employee's department head as specified in Section 2940 of the County Ordinance Code.

Sincerely,

Donna Vaillancourt
Human Resources Director

November 16, 2006

Linda Gregory
AFSCME, Local 829

Dear Ms. Gregory:

The following letter was sent to all management staff by April 30, 1990, as agreed in negotiations.

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

Evaluating employee 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 employees 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 employee 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. Timelines: Employee Performance Reports are to be completed annually on all permanent employees regardless of the length of service. For 6 month probationary employees, reports are to be completed prior to the end of the third and sixth months and for 12 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 employees 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 employee is having difficulty meeting performance standards or objectives. The report form itself documents the ongoing feedback that the supervisor has discussed with the employee throughout the year, in addition to setting specific objectives the employee is expected to accomplish during the next review period. Although employees may disagree with some of the supervisor's statements, there should be no surprises during the performance appraisals conference.

3. Employee Response: Employees should be given 10 working days from the date the written report is discussed with the employee 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 employee, the report form should initially be done as a draft. This provides an opportunity for the employee to assess his/her performance and draft performance objectives to be discussed at the conference.
5. Improvement Needed/Unsatisfactory Evaluation: 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.

Sincerely,

Donna Vaillancourt
Human Resources Director

November 2, 2006

Linda Gregory, Associate Director
AFSCME, Local 829

Dear Ms Gregory:

“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.

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

DATE: November 5, 2006

TO: All Managers

FROM: Casey Echarte, Employee Relations Manager

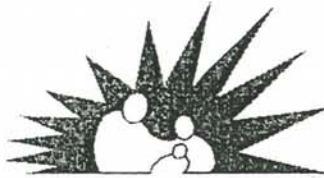
SUBJECT: Assignment to Work at an Alternative Location

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 Medical Center
A County System of Healthcare

October 31, 2006

Nadia Bledsoe, Business Agent
AFSCME Local 829, AFL-CIO
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Bledsoe:

The San Mateo Medical Center is interested in establishing a Labor/Management committee to meet annually upon the request of the Union to assess the training needs for employees in medical professional and ancillary services classifications. During this meeting, we can also discuss desirable training opportunities within available funding parameters and review continuing education requirements that may be adopted by the State legislature and other regulatory agencies.

The Union is also invited to send one person to the in-patient and out-patient SMMC education committees from the AFSCME classifications on the nursing units and will notify you in advance of each meeting.

The San Mateo Medical Center Leadership Team agrees to meet with Union within 120 days of the ratification of the MOU to discuss the Union's concerns regarding guidelines for assigning Medical Service Assistants on the nursing units, a system for tracking overtime and equitable allocation of overtime, and a process for posting transfer opportunities. The Leadership Team will consist of Rhonda Alvarez, Malu Cruz, Heather Ruiz, and Dionne Miller.

I look forward to working with you to enhance the work environment for SMMC employees.

Sincerely,

Nancy Steiger
Chief Executive Officer

Board of Supervisors: Mark Church • Rose Jacobs Gibson • Richard S. Gordon • Jerry Hill • Adrienne J. Tissier • CEO: Nancy Steiger
222 W. 39th Avenue, San Mateo CA 94403 • T. 650-573-2222 • www.sanmateomedicalcenter.org

Main Campus Clinics 650-573-3434 • Ron Robinson Senior Care Center 650-573-2426 • Coastside Clinic 650-573-3941 • South San Francisco Clinic 650-877-7070
Daly City Clinic 650-301-8600 • Daly City Youth Health Center 650-985-7000 • Fair Oaks Clinic 650-364-6010 • Sequoia Teen Wellness Center 650-366-2927
Fair Oaks Children's Clinic 650-261-3710 • Willow Clinic 650-599-3890 • Methadone Clinic 650-578-7190 • Bell Haven Clinic 650-321-0980
Burlingame Long Term Care 650-692-3758



HEALTH DEPARTMENT

October 30, 2006

Nadia Bledsoe, Business Agent
AFSCME Local 829, AFL-CIO
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Bledsoe:

The Public Health Department is interested in establishing a Labor/Management committee to meet annually upon the request of the Union to assess the training needs for employees in the Public Health Division. During this meeting, we can also discuss desirable training opportunities within available funding parameters and review continuing education requirements that may be adopted by the State legislature and other regulatory agencies.

I look forward to working with you to continue enhancing the work environment for Public Health employees.

Sincerely,

Brian Zamora
Director, Public Health

PUBLIC HEALTH AND ENVIRONMENTAL PROTECTION DIVISION

Board of Supervisors: Mark Church • Rose Jacobs Gibson • Richard S. Gordon • Jerry Hill • Adrienne Tisser • Health Director: Charlene Silva
225 - 37th Avenue • San Mateo, CA 94403 • phone: 650.573.2757 • fax: 650.573.3206 • <http://www.smhealth.org>

- Revised Agreement -
Mental Health Division and AFSCME Local 829
Part-Time Employees - School and Community-Based Youth Staff

The following agreement is entered into between the Mental Health Services Division and AFSCME Local 829, effective November 1, 2000.

The Mental Health Division employs part time staff in school-based and community-based Mental Health youth programs whose weekly work schedules often exceed the hours authorized by their status (e.g. .5 FTE = 20 hours per week, .8 = 32 hours per week) 1) while school in session and/or 2) because of the inability to predictably schedule work with their target client population. Conversely, the weekly work schedules of those positions commonly require fewer hours than those authorized by their status 1) during the summer (non-school) months and/or 2) when there are fewer crises or slower, more predictable activity in their target-client population.

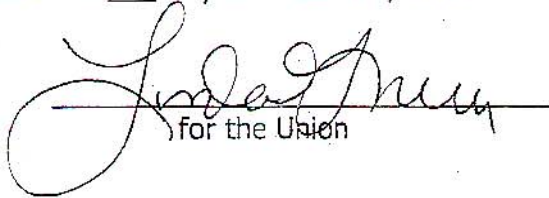
The goal of this agreement is that the hours worked in any such part time position over the calendar year will, excepting authorized overtime (see below) be approximately equal to the worker's status as a percent of full time.

Hours worked in a work week while schools in session or during a period of peak client activity which exceed the worker's normal status may be converted to compensatory time on an hour-for-hour straight time basis subject to the provisions of the MOU regarding compensable overtime and to the limits on accrued compensatory time in the applicable work groups.

If such an employee works more than forty (40) hours in a work week they will be compensated at the overtime rate pursuant to the provisions of Section 7 of the MOU.

These part time employees shall be entitled to holiday pay in proportion to their annual FTE status (e.g. .5 FTE = 4 hours holiday pay, .8 = 6.4 hours holiday pay). Employees will accrue holiday time at the same rates for floating and Saturday holidays. Section 16.1 of the MOU on calculating holiday pay for part time employees shall not apply to these employees.

Signed this 1 day of December, 2000


for the Union


for the Mental Health Division



SAN MATEO MEDICAL CENTER

A County System of Healthcare

*"To open doors to excellence in
health care"*

November 10, 2002

222 West 39th Avenue
San Mateo, CA 94403

PHONE NO. 650 573 2222
TDD NO. 650 573 3753
FAX NO. 650 573 2950

<http://www.smhealth>

CEO:
Nancy J. Steiger

Clinics:
North County Clinic
Phone No. 650 301 8600

Daly City Youth Clinic
Phone No. 650 991 2240

South San Francisco Clinic
Phone No. 650 877 7070

Conside Clinic
Phone No. 650 573 3911

39th Avenue Family Clinic
Phone No. 650 573 2222

Fair Oaks Family Clinic
Phone No. 650 364 6010

Redwood City Youth Clinic
Phone No. 650 366 2927

Redwood City
School-based Clinic
Phone No. 650 369 9427

Willow Clinic
Phone No. 650 599 3890

Belle Haven Clinic
Phone No. 650 321 0980

Nadia Bledsoe
AFSCME Local 829
144 Brentwood Drive
South San Francisco, CA 94080

Dear Nadia:

This letter confirms the understandings reached at the October 21, 2002 side meeting. The discussion covered the career advancement program, the normal workweek for the Licensed Vocational Nurses, and the orientation for individuals (LVN's/MSA's/Community Workers) who are temporarily reassigned within the outpatient system.

CAREER ADVANCEMENT

Staff of the San Mateo Medical Center remains committed to the development of a career advancement program which will enable staff to not only improve their skills but enhance their advancement opportunities. Recognizing that the legislated staffing requirements will place additional pressure on recruitment and retention strategies, the department will continue to explore all possibilities to fund a comprehensive program. Current efforts are being made to develop a program in conjunction with the Hospital Consortium.

NORMAL WORK WEEK

I understand the LVNs desire to have two days off in succession, and I appreciate how disruptive it can be to have only one full day off and the second day split in two half days. However, the County and the Medical Center have made increased access to health care one of its primary objectives. This objective is met by having clinics open six days a week. Our current resources dictate the number of hours the clinics are open and the staff availability to staff them. At this time economics prohibit the hiring of additional staff or the rescheduling of clinics. In January 2003, I expect to receive detailed fiscal and productivity data which will enable us to make scheduling decisions on a clinic-by-clinic basis. At that time I will review the information to include identifying opportunities to improve the work schedules for all affected staff.

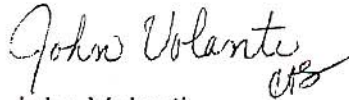
Board of Supervisors: Mark Church . Rose Jacobs Gibson . Richard S. Gordon . Jerry Hill . Michael D. Nevin

ORIENTATION/TRAINING (clinic reassignments)

I have agreed to develop an orientation checklist for the LVNS, MSAs and Community Workers to assist them when they are assigned to a clinic other than their regular assignment. The purpose of the checklist is to provide staff with a basic guide on what they need to know in order to do their work while in the temporary assignment. This checklist is meant to be a tool and does not replace the orientation or competency training. I expect all Charge Nurses to provide this checklist so that all employees understand their responsibilities and the procedures related to the particular clinic in which they are assigned. This checklist will be available no later than January 1, 2003. The clinics will be redefining the duties and competencies for LVN's and MSA's, and I will work with Supervising Physicians to provide training to providers (Physicians, Nurse Practitioners, Physician's Assistants) regarding the job duties of the classifications that support them.

I look forward to continuing to work with you to enhance the work environment and career opportunities for all clinic employees.

Sincerely,

A handwritten signature in cursive script that reads "John Volanti" with a stylized flourish at the end.

John Volanti
Deputy Director
Outpatient Services



HEALTH SERVICES AGENCY

Board of Supervisors:

Mark Church • Rose Jacobs-Gibson • Richard S. Gordon • Jerry Hill • Michael D. Nevin

Health Services Director: Margaret Taylor

November 7, 2002

Linda Gregory
AFSCME
144 Brentwood Drive
South San Francisco, CA 94080

Dear Linda: *Linda*

This letter is to confirm our conversations and side meetings related to Aging and Adult Services developing a job sharing program and a training program for adult protective services and public guardian staff.

JOB SHARING

Aging and Adult Services agrees to implement a job sharing policy and procedure, which mirrors the agreement that had been previously negotiated with the Human Services Agency. It is my intent to add job sharing to the alternative work programs, which are already in existence within the Division. Such an option will be available to staff no later than April 1, 2003. Any staff expressing an interest in the program prior to the completion of the agreement and the necessary policies and procedures may indicate such interest in writing and every effort will be made to accommodate the request providing the issues of workload coverage are adequately addressed.

TRAINING

Aging and Adult Services agrees to work jointly with the union on the development of a standardized training program to provide orientation for all new staff and program specific training for employees assigned to centralized intake and the public guardian units. The intent is to provide a combination of classroom training and on-the-job training. The curriculum and length of training will be developed by staff, supervisors and managers, and the program components will be developed and approved by the supervisors of the units.

Aging and Adult Services has a vacant Deputy Public Guardian position which we will request to fill to provide the training and as feasible cover vacant caseloads within adult protective services and the public guardian program.

AGING AND ADULT SERVICES • PUBLIC GUARDIAN

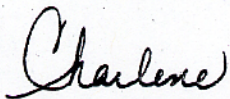
225 - 37th Avenue • San Mateo, CA 94403 • PHONE 650.573.3900 • TDD 650.573.2220 • FAX 650.573.2310
800.675.7776 (24 hour line to report abuse) • TDD 800.994.6166

Linda Gregory
Page 2
November 7, 2002

Upon approval of the County Manager's Office, the trainer will be expected to plan, assign, review and supervise the work of the assigned staff; train staff in work procedures and ensure the professional development of staff; develop individual and team performance; train staff in County policies and procedures, and federal, state and local laws, rules and regulations; prepare and conduct in-service training for staff to ensure currency with changing policies and rules; and ensure compliance with all policies and procedures related to Superior Court.

The detail of the implementation will be developed over the next 60 days and will be available for your review and comment by February 1, 2003. I look forward to working with you to provide the staff within Aging and Adult Services the necessary tools for them to be successful in meeting their assigned responsibilities.

Sincerely,



Charlene A. Silva, Director
Aging and Adult Services

CAS:e

County of San Mateo



1/30/03

Linda Gregory, Associate Director
AFSCME District Council 57 for Local 829
144 Brentwood Drive
South San Francisco, CA 94080

Dear Ms. Gregory:

I am writing to confirm the decisions we agreed to when we met to discuss particular Children and Family Services issues that came up during this year's contract negotiations.

I believe that the following two agreements were reached during our meeting:

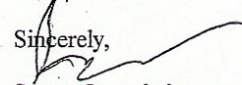
1. After the conclusion of negotiations, we will meet to discuss issues related to the workload concerns of bilingual staff that were raised during our meeting, including but not limited to, the issues related to the ability of bilingual staff to voluntarily transfer to different assignments.
2. After the conclusion of negotiations we will also meet to discuss the overall caseload concerns that you raised during our meeting.

In addition, we have agreed to continue providing in service training to Children and Family Services staff to include the following:

1. Forensic sex abuse interviewing
2. Mandated and ongoing computer training (CWS/CMS)
3. Updates on the following issues:
 - a. Court training: providing testimony in court and preparation of court reports
 - b. Agency/State removal standards/300 WIC
 - c. Risk assessment
 - d. Stress management/ongoing stress support groups"

Please feel free to contact me at your convenience to schedule the first meetings in each of these areas so that we can begin moving towards their resolution.

Sincerely,


Stuart Oppenheim,
Northern Regional Director

cc: Madelyn Martin, Deputy Director
Casey Echarte, Employee and Public Services

350-90th Street, 3rd Floor

Daly City

California • 94015

Telephone: 650-301-8720

Fax: 650-994-6853

Director

Maureen D. Borland

Northern Regional Director

Stuart Oppenheim

Board of Supervisors

Rose Jacobs Gibson

Richard Gordon

Mary Griffin

Jerry Hill

Michael D. Nevin



November 6, 2002

Linda Gregory, Associate Director
AFSCME Local 829, AFL-CIO
144 Brentwood Drive
So. San Francisco, CA 94080

Dear Ms. Gregory:

This letter is in response to the Union's request to clarify and capsule our recent discussion. On October 28, 2002 we met to discuss Benefit Analysts located at the Family Resource Centers, potential future hiring in the Benefit Analysts classification, lead function/positions and the workload for Income Employment Service Specialists (IESS) with CalWORKs caseloads.

I am pleased to indicate that we will consider the feasibility of your proposal to have all cases that are generally assigned to Eligibility Technicians moved from the Family Resource Centers to regional offices. We are researching the impact on staffing if we were to commit to this proposal.

Our plan is to hire Benefit Analysts in the future contingent upon sufficient State funding and within the context of the proposed Medi-Cal service delivery changes. We are being very cautious in our hiring efforts as we expect the upcoming budget cutbacks to be at least as substantial as what was experienced during this and the last fiscal years. Additionally, we are in the process of redesigning services for Medi-Cal clients by implementing a call center. While future hiring of Benefit Analysts will occur, the exact timing of this cannot be predicted at this moment.

We discussed your request for additional Lead Workers. As you are aware we are currently developing supervisory and leadership initiatives. We are also implementing a quality assurance process in the future. In this context and given the current fiscal situation creating additional Lead Worker positions is inappropriate from our prospective.

In response to your request to decrease the IESS caseload target from 45 family cases to 32, we are unable to accommodate your request. We don't believe that the caseload ought to be lowered.

550 Quarry Road
San Carlos
California • 94070
Telephone: 650-802-6483
Fax: 650-637-0452

Director
Human Services Agency
Maureen D. Borland

Central Region Director
Glen H. Brooks Jr.

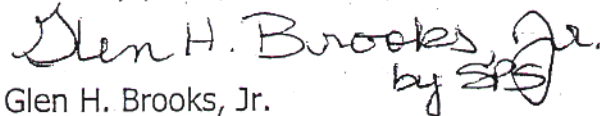
Board of Supervisors
Mark Church
Richard Gordon

Jerry Hill
Rose Jacobs Gibson
Michael Nevin

Further, we understand that this performance level is towards the lower end of such Statewide levels. In addition, this request could not be achieved given the reduction in State funding and the current fiscal crisis the County is facing. However, it is our intention to look at how the Employment Services Delivery system can be improved. In this context we will consider the IESS function and prioritize tasks that need to be completed. The Employment Services Integration Workgroup has been given, among its tasks, the charge to begin discussions around IESS activities prioritization. The Workgroup membership includes managers, supervisors, and line staff. We have attached a Workgroup roster. If you would like additional Union participants in this Workgroup, please forward their names to me.

We continue to appreciate our discussions with the Union as we work through these tumultuous fiscal times. If you have any questions concerning this letter, please call me at 802-6579.

Sincerely yours,

Handwritten signature of Glen H. Brooks, Jr. in cursive script.

Glen H. Brooks, Jr.
Central Region Director

Attachment

cc: Maureen Borland, Director
Madelyn Martin, Deputy Director
Casey Echarte, Employee & Public Services