



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Human Resources Department



DATE: July 11, 2011
BOARD MEETING DATE: July 26, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Donna Vaillancourt, Human Resources Director
Nicole McKay, Employee Relations Manager

SUBJECT: Memorandum of Understanding with San Mateo County Council of Engineers (SMCCE)

RECOMMENDATION:

Adopt a Resolution adopting the successor Memorandum of Understanding with the San Mateo County Council of Engineers (SMCCE) for the provision of salary and benefits for the term of September 5, 2010 through March 2, 2013.

BACKGROUND/DISCUSSION:

The current MOU expired on September 4, 2010, and the County concluded negotiations with SMCCE on June 24, 2011. The membership has ratified the County's offer, which will achieve ongoing structural changes in wages, health benefits, retirement and retiree health. This will contribute long-term savings toward eliminating the County's \$100+ million structural deficit. SMCCE represents 0.2 percent of County employees in bargaining units. The following summarizes the major elements in the Memoranda of Understanding.

Term

September 5, 2010 through March 2, 2013 (Two years, six months)

Wage Increase

No wage increases for the duration of the agreement.

Health Benefits

Effective April 1, 2011, the health premium cost sharing ratio decreased from 90% to 85% County paid for the HMO plans and from 80% to 75% County paid for the Point of Service (POS) plan.

Effective May 1, 2011, all three medical plans had increases in co-pays.

Effective July 2011 and January 1, 2012, each SMCCE employee will receive a \$200 credit to their flexible health care spending account.

Retirement

New employees hired on or after August 7, 2011 will be offered two retirement tiers; 1.7255% @ 58, or a non-contributory plan. The current plan of 2% @ 55.5 will be closed, however, will remain available for an employee to purchase after the completion of ten years of service if the employee elects to pay all costs retroactive to their date of hire.

New employees hired on or after August 7, 2011 will pay fifty percent of the retirement cost of living adjustment.

An actuarial report describing the changes (reductions) in retirement costs was presented to your Board on July 12, 2011.

The County currently pays 100% of the employee's contribution towards retirement. Effective upon ratification, the County will reduce its contribution to 75% of the employee's share.

Retiree Health

Employees hired on or after July 10, 2011 will receive \$400 per eight hours of accrued sick leave to utilize for retiree healthcare premiums.

County Counsel has reviewed and approved the Resolution as to form. Approval of this Memorandum of Understanding contributes to Shared Vision 2025 of a Prosperous Community by ensuring cost-effective compensation structures for County employees.

FISCAL IMPACT:

During the two year, six month term of this agreement, the County will realize savings of approximately \$69,000. The ongoing structural savings will be approximately \$29,300 per year. Retirement savings are estimated to be more than \$39,000 (cumulative) by year ten.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION ADOPTING THE SUCCESSOR MEMORANDUM OF UNDERSTANDING WITH THE SAN MATEO COUNTY COUNCIL OF ENGINEERS (SMCCE) FOR THE PROVISION OF SALARY AND BENEFITS FOR THE TERM OF SEPTEMBER 5, 2010 THROUGH MARCH 2, 2013

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, here has been presented to the Board for its consideration and ratification a Memorandum of Understanding with San Mateo County Council of Engineers (SMCCE) reference to which is hereby made for further particulars, which provides for salary and benefits for the period commencing September 5, 2010, and ending March 2, 2013, and

WHEREAS, this Board has examined and approved the Memorandum of Understanding as to both form and content and desires to ratify and adopt the same;

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the Board of Supervisors hereby ratifies and adopts said Memorandum of Understanding and approves the schedules of compensation and benefits set forth therein.

* * * * *

Memorandum of Understanding

between

County of San Mateo

and

**San Mateo County Council of Engineers
(SMCCE)**

September 5, 2010 – March 2, 2013

SAN MATEO COUNTY COUNCIL OF ENGINEERS
Memorandum of Understanding

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MEMORANDUM OF UNDERSTANDING

San Mateo County Council of Engineers, hereinafter referred to as the Council, and representatives of the County of San Mateo, hereinafter referred to as the County, have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the representation unit, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees.

This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Miliias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties. This MOU shall be presented by the Council 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 September 5, 2010, and ending March 2, 2013.

Section 1. Recognition

San Mateo County Council of Engineers is the recognized bargaining representative for the Professional Engineering Representation Unit, which organization has been certified as such. The bargaining unit as of the effective date of this Memorandum of Understanding consists of employees in all allocated positions in classifications listed below:

- 1) Assistant Engineer
- 2) Associate Engineer and Associate Civil Engineer
- 3) Licensed Land Surveyor

Section 2. Council Security

2.1 Dues Deduction

The Council may have the regular dues of its members within the 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. Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which such employees are assigned.

2.2 Agency Shop

A. The Council 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 Council.

- B. As soon as possible after the Council has presented evidence to the County, either by an election conducted by the State Conciliation Service or by a showing of Council dues payment which evidence must be presented to the County, that it represents a majority of the employees in that representation unit, all employees employed in that representation unit, except supervisors as defined in Section 2.2 C. below, shall as a condition of employment either:
1. Become and remain a member of the Council.
 2. Pay to the Council 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 equal to or less than the monthly dues made during the duration of this Memorandum of Understanding, it being understood that it shall be the sole responsibility of the Council to determine an agency fee which meets the above criteria; or
 3. Do both of the following:
 - a. Present to the Council and the Controller a written declaration that the employee is a member of a bona fide 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.
- C. 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% of work time on supervisory, rather than journeyman, activity. Supervisors as defined above shall not be subject to the provisions of this Section 2.2, Agency Shop, but shall continue to be covered by Section 2.1, Dues Deduction.
- D. As a condition of employment, all new employees who are hired into non-supervisory classifications covered by this Memorandum of Understanding on or after the effective date of this Agency Shop provision as specified above, shall at the time of hire execute an authorization for the payroll deduction of one of the options specified in Paragraph B. 1, 2, and 3 above.
1. If the form authorizing payroll deduction is not returned to the County Controller within 30 calendar days, the Controller shall so notify the Council, providing the employee's name, address, and classification. The

Council may then, in writing with a copy to the employee, direct that the Controller withhold the Agency Fee from the employee's salary and the Controller shall pay an equal amount to the Council.

2. Within 10 working days of the date Council issues such direction that such Agency Fee be withheld, Council shall provide to the County confirmation that the agency fee payer has been furnished a copy of the Council's "Hudson Procedure".
- E. Those non-supervisory employees who elect membership in the Council shall continue to pay Council dues for the duration of this MOU and each MOU thereafter. Any employee who is a member of the Council shall have the right to withdraw from the Council by discontinuing dues deduction and selecting one of the options specified in Paragraph B. 2. or 3. above. Said withdrawal shall be communicated by the employee, in writing, to the Council and the County Controller, to be delivered by certified mail.
 - F. The Council shall provide the County with a copy of the Council's "Hudson procedure" for the determination and protest of its agency fees. The Council shall provide a copy of said "Hudson procedure" to every agency fee payer covered by this MOU as provided in Sections J.1.b. and J.2.c. below, and annually thereafter, and as a condition to any percentage change in the agency fee.
 - G. If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Council dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.
 - H. The provisions of Paragraph B. and D. 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 Paragraph, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.
 - I. Annually, the Council shall provide the Director of Human Resources with copies of the financial report which the Council annually files with the California Employee Relations Board, the United States Department of Labor (Form LM-2), or the Council's balance and operating statement for the prior year. Failure to file such a report within 60 days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

J. Compliance

1. New Employee (Non-Supervisory)

- a. Any employees hired after the effective date of this Section 2.2 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) Council dues; 2) agency fee; or 3) if he/she qualifies, a fee equal to agency fee payable to one of three negotiated charities.
- b. Every other week, the County shall furnish the Council with copies of all such authorization documents. Within 10 work days of receipt, the Council shall furnish all agency fee payers with copies of the Council's "Hudson procedure" and shall provide to the County confirmation of such mailing.

2. Current Employees (Non-Supervisory)

- a. An employee employed in a representation unit that has been granted Agency Shop in accordance with Section B. above in a non-supervisory job class or position covered by this Memorandum of Understanding shall be provided by the County with an "Employee Authorization for Payroll Deduction" form and a cover letter agreed to by the parties, via paycheck distribution.
- b. If the form authorizing payroll deduction is not returned to the County Controller within 30 calendar days after receipt of notice of the Agency Shop provision and the "Employee Authorization for Payroll Deduction," the Controller shall so notify the Council, providing the employee's name, address, classification, and department. The Council may then, in writing, direct that the County withhold the agency fee from the employee's salary, in which case the employee's bi-weekly paycheck shall be reduced by an amount equal to the agency fee and the County shall pay an equal amount to the Council.
- c. Within 10 working days of the date it issues such direction that agency fees be withheld, the Council shall provide to the County confirmation that it has furnished each agency fee payer with a copy of the Council's "Hudson procedure."

- K. The Council 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.

- L. In the event that employees in a bargaining unit represented by the Council vote to rescind "Agency Shop" the provisions of Section 2.1 shall apply to dues-paying members of the Council.
- M. The County shall hand out agreed upon Council materials along with the Agency Shop forms.

2.3 Communications with Employees

The Council shall be allowed by a County department, in which it represents employees, use of available bulletin board space for communications having to do with official organization business, such as times and places of meetings, provided such use does not interfere with the needs of the department. The Council may distribute materials to employees within the unit it represents through County mail distribution channels if approved by the Director of Human Resources. This privilege may be revoked in the event of abuse after the Director of Human Resources consults with representatives of the Council. Any representative of the Council shall give notice to the department head or his/her designated representative at least 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-arrangements for routine contact may be made by agreement between the Council and the department head and when made shall continue until revoked.

2.4 Use of County Buildings

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

2.5 Advance Notice

Except in cases of emergency as provided below in this subsection the Council, 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 Council shall be provided with the notice described in the preceding paragraph and be given an opportunity to meet with the appropriate management representatives.

- 2.6 When a person is hired in any classification represented by the Council, the County shall notify that person that the Council is the recognized employee organization for the

employees in said classification and present that person with a copy of the current Memorandum of Understanding and information which has been supplied by the Council.

- 2.7 The County shall supply the Council monthly with a data processing run of the names and classifications of all employees in the units represented by the Council. Such lists shall indicate which employees were having 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 Council. The lists shall be supplied without cost to the Council.

Section 3. Official Representatives

3.1 Attendance at Meetings

County employees who are official representatives of the Council 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 shall submit written requests for excused absences to the Human Resources Director at least two working days prior to the scheduled meeting whenever possible. Except by agreement with the Director of Human Resources, the number of employees excused for such purposes shall not exceed three individuals.

3.2 Handling of Grievances

The Council shall designate a reasonable number of representatives to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment and departmental organizational structure. The Council shall notify the Director of Human Resources in writing of the individuals so designated. Alternates may be designated to perform representative functions during the absence or unavailability of the representatives.

Representatives 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. Requests for release time shall not be denied unreasonably. Representatives shall promptly report to the Council any grievances that 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 representative nor the Council shall order any changes, and no change shall be made except with the consent of the appropriate department heads.

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 representative present if he/she so requests. It is not the intention of this provision to allow the presence of a representative during the initial discussion(s) of an employee's performance evaluation.

Section 4. No Discrimination

There shall be no discrimination because of race, creed, color, national origin, sex, sexual orientation, age or legitimate union activities against any employee or applicant for employment by the Council 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 unit will be as set forth in Exhibit A, which is attached hereto and made part hereof. The rates of pay set forth in the Exhibit A represent for each classification the standard biweekly rate of pay for full-time employment, unless the schedule specifically indicates otherwise. The rates of pay set forth in Exhibit A represent the total compensation due employees, except for overtime compensation and other benefits specifically provided for by the Board of Supervisors or by this MOU. Exhibit B sets forth premium and differential pay rates.

The rates of pay set forth in Exhibit A 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 Director of Human Resources may upon recommendation of the department head approve an entrance salary that is more than the minimum salary. The Human Resource 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. A step shall be defined as 5.74%, and all references to a "step" in this agreement are understood to equate to 5.74%. All increases shall be effective at the beginning of the next full pay period.

- (1) After completion of 1040 regular hours 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) Upon recommendation of the appointing authority and approval by the Director of Human Resources, employees may receive special merit increases at intervals other than those specified in this Section. The Human Resource Director's decision shall be final.

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

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 anniversary date in the former class on the same basis as if there had been no such provisional appointment.

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

Upon recommendation of the appointing authority and approval by the Director of Human Resources, provisional, temporary, seasonal and extra help 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. Also, 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 28 consecutive calendar days during which the employee was not in a pay status, except by approval of the Director of Human Resources or 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 step in the previous range, unless otherwise specifically provided for by the Board of Supervisors.

5.5 Salary Step After Promotion or Demotion

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. 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 Director of Human Resources, 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 a "Y" rate, and also provided that an employee demoted as a result of abolition of a 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 shall be placed at the salary step in the new salary range which most closely approximates such employee's salary in the prior classification.

Section 6. Reallocation of Position

6.1 Reclassification of Position

An employee in a position reallocated 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.

6.2 "Y" Rate Process

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.

Section 7. Days and Hours of Work

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

Section 8. Overtime

8.1 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.

8.2 Definition

Except as otherwise provided by Charter, any authorized time worked in excess of the 40 hour weekly work schedule shall be considered overtime and shall be compensable at the rate of one and one-half (1-1/2) times the overtime worked, whether compensated by monetary payment or by the granting of compensatory time off. Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for an employee covered by the Fair Labor Standards Act (FLSA). For the purpose of determining eligibility for overtime compensation, any absence with pay, except paid sick leave, shall be considered as time worked. The smallest increment of working time that may be credited as overtime is six minutes. Portions of six 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 another rate is specified by the FLSA.

8.3 Work Groups

The Director of Human Resources 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 MOU, the Human Resources Director

shall notify the Council of the contemplated change and, if requested, discuss with the Council the reasons for the work group change.

- (1) 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 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 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.

8.4 Call Back

Employees required to report back to work during off-duty hours shall be compensated for a minimum of 3 hours of overtime, except that this minimum shall not apply to employees in an on-call status.

8.5 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 minutes.

8.6 Scheduled Workday

Employees covered by this MOU 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.

Section 9. Application of Differentials

If an employee has been receiving pay for work out of class as provided in this MOU or in the Salary Ordinance for 30 or more calendar days immediately preceding a paid holiday, or the commencement of a vacation or the commencement of a paid sick leave period, or compensatory time off, as the case may be, the work out of class pay shall be included in such employee's holiday pay, vacation pay, paid sick leave or paid compensatory time.

9.1 Shift Differentials

Shift Differential Pay: Is defined as pay at a rate that is one step above the employee's base pay. Base pay for the purpose of calculating shift differential shall be the employee's base pay, including premium pay for being registered as a Civil Engineer or Land Surveyor. Employees are not eligible for shift differential when they are out on sick leave.

Full-Time Employees: Who are assigned to work a full day, a portion or all of which is between 6 p.m. and 7 a.m. shall be paid at a shift differential rate for all hours worked between 6 p.m. and 7 a.m. during such a shift, up to 40 hours per week.

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

Full-Time Employees: Shall not be paid shift differential pay if the hours of work have been adjusted at the request of or for the convenience of the employee (i.e. such as a four-ten, nine/eighty, or other variable time schedule).

Section 10. On-Call Duty

When warranted and in the interest of the County operation, department heads may assign employees to on-call status. On-call duty shall be defined as follows:

On-call duty is any time other than the time when the employee is actually on duty during which an employee is not required to be on County premises or other designated work site, but stand ready to immediately report for duty when called on to do so.

Employees shall be paid an hourly rate of \$3.95 for time in which they are required to be in an on-call status. Employees required to report back to work during off-duty hours when in an on-call status shall not receive on-call pay while receiving overtime pay.

Section 11. Bilingual Pay

A salary differential of \$42.50 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and Director of Human Resources. Said differential shall be prorated for employees working less than full-time or who are in an unpaid leave of absence status for a portion of any given pay period. Bilingual pay for employees carrying a caseload at least 50% of which is comprised of non-English speaking clients shall be paid a biweekly salary differential of \$55.00. 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 Council shall be notified when such designations are made.

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

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. Employees who were selected to fill positions requiring bilingual skills during the implementation of the bilingual program will be allowed to voluntarily leave such positions provided management can reasonably replace said employees and there are sufficient positions within the classification that said employee can fill. 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 this 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 Exclusions

All employees in supervisory positions, as opposed to lead workers, will not be eligible for bilingual pay.

11.6 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 is to be reduced, employees will be given reasonable notice prior to loss of the bilingual pay differential.

11.7 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. Layoff and Reemployment

12.1 Notice of Layoff

The department head will give at least 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.

12.2 Precedence by Employment Status

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

- (1) 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.

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

The following provisions shall apply in computing total continuous service:

- (1) 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 a 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 year of continuous employment for each 2080 straight-time hours worked.

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

12.3 Procedures

- (1) Employees who are laid off shall have any of the three following choices:

- (a) Taking a voluntary demotion within the same department to a classification 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.
 - (c) On a County-wide basis, taking a voluntary demotion to a classification 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.
- (2) A displaced employee may request the Director of Human Resources to place his/her name on the promotional eligible list or open eligible list for any classification for which, in the Human Resource 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 12.2.
 - (3) 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 qualifications.
 - (4) 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.
 - (5) 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 one step higher.
 - (6) Part-time employees shall not displace full-time employees, unless the part-time employee has held full-time status in the classification.
 - (7) 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.

12.4 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 re-employed employees shall not be eligible for benefits for which they received compensation at the time of or subsequent to the date they were laid off.

The departmental reemployment eligible list for each 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 10.2. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the employee worked.

The general reemployment eligible list for each classification shall consist of the names of 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 12.4 shall not apply to employees who have accepted severance pay upon termination of employment.

12.5 Abolition of Position

The provisions of this Section 12 shall apply when an occupied position is abolished resulting in a classified employee losing status in his/her assigned classification in his/her assigned department.

Section 13. Severance Pay

13.1 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 one week of pay for each full year (2080 hours) of regular service to the County, up to a maximum of ten (10) weeks of pay and, 50% of the cash value of his/her unused sick leave; provided, however that such employee shall be eligible for pay 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.

13.2 The County will pay the County share of premium for six (6) months of medical coverage only for employees who are laid off. This coverage is contingent on the following conditions:

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

- 13.3 Severance pay as described in Section 13.1 above shall not be denied because an employee refuses to take a position that requires 29 hours or less work per week.

Section 14. Holidays

- 14.1 Regular full-time employees in established positions shall be entitled to take all authorized holidays at full pay, not to exceed 8 hours for any one day, provided they are in a full pay status on both their regularly scheduled workdays immediately preceding and following the holiday. Part-time employees shall be entitled to holiday pay equivalent to their benefit status (1/2-time employees shall receive 4 hours, 3/4-time employees shall receive 6 hours). It is understood that employees on the Voluntary Time Off (VTO) Program are considered to be in a full pay status for purposes of this provision.

- 14.2 The holidays in this County are:

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

* Effective February 12, 2001, the Lincoln's Birthday holiday was eliminated and replaced with a floating holiday (8 hours of holiday time) which accrues each 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.

- 14.3 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.
- 14.4 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. The accumulated 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 holiday hours, those hours will be cashed out.

- 14.5 Seasonal employees are not entitled to holiday pay or to time off with pay in lieu of holiday pay.
- 14.6 Employees working on a holiday shall be compensated for such time worked at the rate of one and one-half (1-1/2) times the straight-time rate. This compensation may, at the option of the employee, be in the form of overtime pay or compensatory time off, but may not be a combination of the two.

Section 15. Vacations

15.1 Vacation Allowance

Employees, excluding seasonal or as herein otherwise provided, shall be entitled to vacation with pay in accordance with the following schedule:

- (1) During the first 5 years of continuous service, vacation will be accrued at the rate of 4.0 hours per biweekly pay period worked.
- (2) After the completion of 5 years of continuous service, vacation will be accrued at the rate of 4.9 hours per biweekly pay period worked.
- (3) After the completion of 10 years of continuous service, vacation will be accrued at the rate of 5.9 hours per biweekly pay period worked.
- (4) After the completion of 15 years of continuous service, vacation will be accrued at the rate of 6.5 hours per biweekly pay period worked.
- (5) After the completion of 20 years of continuous service, vacation will be accrued at the rate of 6.8 hours per biweekly pay period worked.
- (6) After the completion of 25 years of continuous service, vacation will be accrued at the rate of 7.4 hours per biweekly pay period worked.
- (7) No employee will be allowed to have an accumulation of more than 52 biweekly pay periods of vacation accrual to his/her credit at any one time. However, employees may accrue unlimited vacation time in excess of the maximum allowance when such vacation accrues because of remaining in a pay status during periods of illness or injury which precluded liquidating vacation credits earned in excess of the maximum allowed.
- (8) No vacation will be permitted prior to the completion of 13 biweekly pay periods of service.

- (9) Vacation may be used in increments of 6 minutes.
- (10) Seasonal employees do not accrue vacation credits, except that the service of an employee in a seasonal capacity may be included with service in a regular established position in computing vacation allowance for the purpose of this Section. However, such service in a seasonal capacity may not be included if it preceded a period of over 28 days during which the employee was not in a pay status.
- (11) Vacation accruals are pro-rated for part time employees.

15.2 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.

15.3 Vacation Allowance for Separated Employees

When an employee is separated from County service after continuous employment of at least 13 biweekly pay periods, his/her remaining vacation allowance shall be added to his/her final compensation. An employee separated before serving 13 biweekly pay periods shall not be eligible for vacation allowance.

Section 16. Sick Leave

16.1 Accrual

All employees, except 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 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.

16.2 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.

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

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

16.3 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 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 or make whatever investigation into the circumstances that appears warranted before taking action on the request.

16.4 Accounting for Sick Leave

Sick leave may be used in increments of six minutes.

16.5 Credits

When an employee who has been working in a seasonal or extra help category is appointed to a permanent position such appointee may 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 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.

16.6 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.

16.7 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.

No request to be paid for sick leave in lieu of vacation will be considered unless such request is made and the above substantiation is provided within 14 calendar days of the employee's return to work.

16.8 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.

Section 17. Leaves of Absence

17.1 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 MOU. 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 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 this section shall abridge an employee's right under the Family and Medical Leave Act.

Total Period of Leave: Except for Disability Leaves as provided above and in Section 17.4 (2) (c), no leave of absence or combination of leaves of absence when taken consecutively shall exceed a total period of 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 2 biweekly pay periods must also be approved by the Director of Human Resources. 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.

17.2 Benefit Entitlement

Employees on leaves of absence without pay for more than 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 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 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 26 biweekly pay periods payment of premiums.

17.3 Seniority Rights and Salary Adjustments

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

17.4 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 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's 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 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 Laws. 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 and 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 26 biweekly pay periods for any one injury. The combined total of job incurred disability leave with pay and job incurred disability leave without pay for one accident or illness may not exceed 32 biweekly pay periods. In the event an employee is disabled and is receiving Workers' Compensation benefits this leave may be extended as long as such disability continues.

17.5 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 2 biweekly pay periods. Leaves of absence of more than 2 biweekly pay periods must be approved by the Director of Human Resources and shall be subject to review by the County Manager, whose ruling shall be final.
- (2) Leaves of Absence Without Pay For Non-Job Incurred Illness or Injury: Leaves of Absence without pay on account of illness or injury which are not job incurred may be granted for a maximum period of 26 full biweekly pay periods. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom. Such leaves will be granted only after all accrued sick leave credits have been used and shall be substantiated by a physician's statement.
- (3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay on account of personal reasons (including but not limited to being employed on a full-time basis by the Council's signatory to this Memorandum) may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, an employee may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week of vacation be retained. The decision of the Human Resources Director shall be final.
- (4) 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 year following the child's birth, or one year following the filing of application for adoption and actual arrival of the child in the home. Such leave is to be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick leave, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. However, employees can choose to use accrued vacation, compensatory time or holiday credits during their parental leave.

17.6 Military Leaves of Absence

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

17.7 Absence Due To Required Attendance in Court

Upon approval by the department head, an employee, 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 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.

17.8 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 leave of absence with pay for a maximum of 65 working days during any 52 biweekly pay periods for the purpose of attending a formal training or educational course of study. Eligibility for such leaves will be limited to employees with at least 13 biweekly pay periods of continuous service and who are not 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. Educational leave of absence with pay will be granted for professional licensing exam and licensing review courses approved by the County.

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

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

17.9 Absence Without Leave

- (1) Refusal of Leave or Failure to Return After Leave: Failure to report for duty after a leave of absence request has been disapproved, revoked or canceled by the

appointing authority, or at the expiration of a leave, shall be considered an absence without leave.

- (2) Absence Without Leave: Absence from duty without leave for any length of time without a satisfactory explanation is cause for dismissal. Absence without leave for 4 or more consecutive days without a satisfactory explanation shall be deemed a tender of resignation. If within 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.

17.10 Bereavement Leave

The County will provide up to two days paid bereavement leave upon the death of an employee's parent, spouse, domestic partner, child or step-child.
In addition, employees may utilize accrued sick leave pursuant to Section 16.2.

Section 18. Hospitalization and Medical Care

18.1 Any agreements reached with the American Federation of State, County and Municipal Employees (AFSCME) regarding Hospitalization and Medical Care, including Retiree Health (Section 18), Dental Care (Section 20), and/or Vision Care (Section 21) shall be extended to this Memorandum of Understanding. The intent of this paragraph is to memorialize a "me-too" agreement regarding medical, dental and vision benefit changes entered into with AFSCME.

18.2 The County and covered employees share in the cost of health care premiums. Effective April 1, 2011, the County will pay 85% of the total premium for the Kaiser and Blue Shield HMO Plans and 75% of the total premium for the Blue Shield POS Plan. Covered employees will pay 15% of the total premium for the Kaiser and Blue Shield HMO Plans and 25% of the total premium for the Blue Shield POS Plan.

- 18.3 For County employees occupying permanent part-time positions, the County will pay one-half (1/2) of the above described premiums. For the purposes of this Section, a permanent part-time employee is one who is working less than full time and more than 40 hours per biweekly pay period. For County employees occupying permanent part-time positions who work more than 60 hours in a biweekly pay period, the County will pay three-fourths (3/4) of the hospital and medical care premiums described in accordance with subsection 18.1.

- 18.4 Unless otherwise provided in this MOU, employees hired prior to July 10, 2011, 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 their unused sick leave at time of retirement on the following basis:

- (a) For employees who retire on or after June 17, 2007, the conversion rate for each 8 hours of sick leave will be \$400.00. This amount will be increased to \$420.00 effective January 1, 2008. In no event will changes in the Kaiser premium of

application of the 2% or 4% increases listed below result in the \$420.00 rate being reduced.

For employees who retire with 20 or more years of service with the County of San Mateo, the \$420.00 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 \$420.00 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 on or 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 \$440.00

Employees hired on or after July 10 , 2011 receive \$400 per 8 hours of accrued sick leave. No inflation factor and no conversion at a lower number of hours based on years of service.

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 April 8, 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) If it is determined to not create a taxable event, does not cause the retiree health plans to become taxable events, and is allowable under the terms and conditions of the retiree health savings plan, employees may exchange unused sick leave at a value of \$100.00 per 8 hours into the retiree health savings plan upon retirement.

18.5 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.

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18.6 Employees who retire during the term of this contract 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

18.7 Employees 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. 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).

18.8 Out-of-Area

Retirees who live in areas where neither Kaiser nor Blue Shield 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.

- 18.9 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.
- 18.10 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.
- 18.11 The County will implement a retiree health savings plan in which the bargaining unit may elect to participate. The terms under which the retiree health savings plan will operate will be determined through the joint Labor/Management Committee process.
- 18.12 The bargaining unit may elect to participate in a retiree health program that features a County match in the retiree health savings plan. For this program, the County will match employee contributions into the retiree health savings plan to a maximum of \$30 each pay period. The County contribution will vest after 10 years of County service. Should the bargaining unit elect this option, the value of each 8 hours of sick leave upon retirement is set at \$200.00 instead of the amounts set forth in Section 18.3.

Section 19. Change in Employee Benefit Plan

- 19.1 The San Mateo County Council of Engineers agrees that it will participate in good faith discussions concerning the County's Health Plans. Both parties agree that revisions in Health Plans or in the contribution ratio between the County and the employee may be necessary to retain an equitable relationship between the gross premium and the County/employee contribution to that premium. The County agrees to provide information to support and inform such discussions

- 19.2 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 numbers 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 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 change. 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, provide however, it will first meet and confer with the Union on any such matter.

Section 20. Dental Care

- 20.1 The County shall contribute a sum equal to 90% of the premium for the County Plan and for the Delta Dental PMI Plan. All employees must participate in one of these plans.
- 20.2 During an employee's first year of employment with the County, there shall be a cap on County Dental Plan coverage consisting of \$100.00 deductible and 60% U.C.R.
- 20.3 There is an annual \$2,500 per person maximum benefit in the County Dental Plan.
- 20.4 Children and young adult dependents of domestic partners are covered by the dental plans.

Section 21. Vision Care

The County shall contribute an amount necessary to provide the current vision care benefits plan for the individual employee and eligible dependents including adult dependents and domestic partners and the children and young adult dependents of domestic partners. The County will pay the entire premium for this coverage. \$10.00 co-pays exist for both examinations and materials.

The County will continue to pay 100% of the premium for the Vision Care Plan.

Section 22. Life Insurance

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

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

The County shall provide an additional \$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.

- 22.2 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.

Section 23. 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 3 or more years.

Effective with disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of 6 full months from the date of the disability's onset. The onset date shall be defined as the first workday the employee was unable to work.

Section 24. Promotion

24.1 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 6 months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names are on a reemployment list are also eligible provided they had served at least 6 months prior to lay off.
- (3) Departmental Promotional Examinations: Permanent and probationary employees of the specific department in which a promotional opportunity exists who have served at least 6 months in such status prior to the date of the examination are eligible to compete. Persons who have been laid off and whose names appear on the appropriate departmental reemployment eligible list are also eligible provided they had served at least 6 months prior to lay off.
- (4) Open and Promotional Examinations: Any person who meets the minimum qualifications for the job classification may compete. In addition, any person competing in this type of examination and who meets the criteria described in (2) above, shall have 5 points added to the final passing score.

(5) Qualifying Examinations:

- a. Qualifying examinations may be given to probationary and permanent County employees for specifically designated position reclassification, transfers, demotions and alternately staffed classifications.
- b. The name of an employee who has successfully passed a qualifying examination shall be placed on the eligible list for the classification for which examined. The Human Resources Director may place the name of an employee on such eligible list with or without an examination score. If an examination score is assigned, such employee's rank on the eligible list shall be based on the examination score, as determined by the Director. Such examinations shall not require the publication of an examination notice.

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

24.2 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 competitive eligible list for that classification in accordance with his/her final score.

24.3 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. If no vacancy exists such employees shall displace the least senior employee as determined by Civil Service Rule XVI. If no less senior position exists, then the employee shall be removed from County service.

Section 25. 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 or her sole discretion, certify that part-time employee to a full-time position in the same geographical location.

Section 26. Geographical Displacement

- (1) If a majority of employees in the same classification or organizational unit working in the same geographical location are to be transferred to one or more work locations in different cities, such 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. The County shall discuss these criteria with the Council before selecting employees for transfer.
- (2) 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. Nothing shall preclude a department head from temporarily assigning employees to work at a different geographical location when prompt action is required by the needs of the County.

Section 27. 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 temporarily assigned 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.

Section 28. Pay for Work-Out-of-Classification

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 5 consecutive workdays, (4 consecutive workdays for an employee on a "4/10" work schedule), he/she shall be entitled to payment for the higher classification, as prescribed for promotions in subsection 5.5 of this MOU, retroactive to the first workday and continuing during the period of temporary assignment, under the following conditions:

- (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 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 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 Human Resources Director determines that he/she will not approve pay for work in the higher classification which exceeds 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.

Section 29. Probationary Period

29.1 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. 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 or provisional status shall not count towards completion of the probationary period. The probationary period shall start from the date of probationary appointment.

29.2 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.

29.3 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.

29.4 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 32 (Grievances), 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 therefore, 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.

- 29.5 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 to a class in another series or in another department may be required by the department head to start a new probationary period. If a new probationary period is a condition for transfer, the employee must sign a statement indicating an understanding of this fact prior to the effective date of the transfer. At the discretion of the Human Resources Director, examinations to demonstrate qualifications may be required before transfers between separate classes can occur.

If a new probationary period is in force, the employee shall have a window period of 28 days from the date of transfer to elect to return to his/her former position. Should employees be rejected at a point beyond the window period, they 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. If no vacancy exists, such employees shall displace the least senior employee as determined by Section 12. If no less senior position exists, then the employee shall be removed from County service.

Section 30. Performance Evaluations

(1) **Formal Appeal**

Notwithstanding the provisions of Section 32 of this MOU, appeals of permanent employees relating to performance evaluations which are below a standard score or rating set by the Director of Human Resources shall go directly to the Civil Service Commission. Upon receipt of the appeal the Commission will review the facts and order such action as it determines is appropriate. Appeals must be filed with the Commission within 10 calendar days after the evaluation's finalization. No evaluation shall be considered finalized until the employee has been given 10 working days for review and comment.

(2) **Informal Appeal**

Permanent employees may also request an informal appeal of below standard evaluations. At the request of the employee and the Council 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 Council

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.

(3) Clarification of Probationary Evaluations

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

Section 31. Dismissal, Suspension, Reduction in Step or Demotion for Cause

The appointing authority may dismiss, suspend, reduce in step or demote any employee in the classified service provided the rules and regulations of the Civil Service Commission are followed. Procedures for dismissal, suspension, reduction in step or demotion for cause are set forth in Rule XIII of the San Mateo County Civil Service Commission Rules.

Any employee may appeal such dismissal, suspension, reduction in step or demotion to the Civil Service Commission. Appeals to the Civil Service Commission must be filed within 14 calendar days after notice of dismissal, suspension, reduction in step or demotion for cause is mailed or hand delivered to the employee. Appeal procedures are set forth in Rule XIV of the San Mateo County Civil Service Commission Rules.

A permanent classified employee may be dismissed, suspended, reduced in step or demoted for cause only.

Section 32. Grievances

32.1 A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure. If an employee files an EEOC, DFEH or administrative EEO complaint with the Equal Employment Opportunity Manager, 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. The provisions of Section 31 of this MOU are not subject to the grievance procedure but employees may appeal disciplinary actions, as defined in Section 31, to the Civil Service Commission.

32.2 Any employee or official of the Council 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 received within 28 calendar days from the date of the employee's knowledge of the alleged grievance. The Employee Relations Unit will review the matter at issue and make a recommendation to the Public Works Director concerning resolution. The decision of the Public Works Director, if not satisfactory, may be appealed to the County Manager whose decision shall be final.

32.3 Compensation Complaints

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Director of Human Resources. Only complaints which allege that employees are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. Any other matters of compensation are to be resolved in the meeting and conferring process and if not detailed in the Memorandum of Understanding which results from such meeting and conferring process shall be deemed withdrawn until the meeting and conferring process is next opened for such discussion. No adjustment shall be retroactive for more than 60 days from the date upon which the complaint was filed.

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

32.4 No Strike

The Council, 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 Council nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this MOU.

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

32.6 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 the representation unit represented by the Council 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 32.2 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 32.2 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.

Section 33. Loss of Compensation

If an employee covered by this MOU suffers loss of compensation due to the inequitable application of rules, regulations, policies and procedures and where said loss of compensation is not subject to the grievance procedure specified in Section 32 of this MOU, 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 Council representative may submit the complaint in writing to the Employee Relations Manager with a copy to the County Manager. If this matter is not resolved by the Employee Relations Manager within 30 working days from the date of receipt of the complaint, the employee or the Council 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 15 working days of receipt of this notification, whose 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 34. Personnel Files

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 that 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.

The County shall provide an opportunity for the employee to respond in writing or personal interview to any information with 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.

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

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.

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 year of continuous County employment.

With regards to the investigation of a possible criminal offense, if such investigation leads to neither conviction nor disciplinary action, reference to the investigation shall be removed from the employee's personnel file. If the criminal investigation results in conviction 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 35. Tuition Reimbursement

The County will, under the terms of the tuition reimbursement section of the contract and within the tuition reimbursement program budget, 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 course is closely related to the employee's present or probable future work assignments. Limits to the amount of reimbursable expense may be set by the Director of Human Resources 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. Tuition reimbursement will be provided for professional licensing exam review courses approved by the County. 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. The Human Resources Department shall, if it approves the request, forward it to the Controller for payment. Reimbursement will 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 36. Productivity

The County and the Council agree to work together in the spirit of cooperation in pursuit of increased efficiency, effectiveness, productivity and economy in all County operations including the following objectives:

- a) Strengthening the morale in County service;
- b) Improving communications between employees and management;
- c) Conserving manpower, materials and supplies;
- d) Improving quality of workmanship and services;
- e) Eliminating waste;
- f) Preventing conditions that create misunderstanding;
- g) Preventing hazards to life and property; and,
- h) Encouraging good public relations.

Section 37. Registration Fees

The County agrees to provide payment on a reimbursement basis of professional registration fees for represented employees.

Section 38. Professional Societies and Associations

The County agrees to provide payment on a reimbursement basis to a maximum of \$300 for the annual cost of dues, functions, events and activities sponsored by the professional societies and/or association which are work related and 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.

Section 39. 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 40. Past Practices and Existing Memoranda of Understanding

- 40.1 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.
- 40.2 This Memorandum of Understanding shall supersede all existing memoranda of understanding between the County and the Council.

Section 41. Retirement Plans

- 41.1 Employees' options for coverage by retirement plans are described by plan brochures that are available from the Retirement Office.

41.2 Effective August 7, 2011, , the County will pick up 75% of employees' statutorily required retirement contributions. The employer pick-up of the employee's retirement contribution shall not apply to the additional contribution described in Section 41.3 below

41.3 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, workers will share in the cost of the 31676.14 enhancement through increased retirement contributions by way of payroll deductions, and shall contribute 3% of compensation earnable as defined in SamCERA regulations.

These contributions will not be reduced by the employer pick-ups described above in Section 41.2.

New Retirement Plans

For new employees hired on or after August 7, 2011, upon the adoption of a resolution making Government Code section 31676.1 effective, the retirement benefit options shall be:

Current Plan 3: Non-contributory plan. A member who elects Plan 3 has the option to transfer to Plan 5 after providing the equivalent of five years of service (10,400 hours) to

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

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

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

Retirement COLA:

Employees hired on or after August 7, 2011 will pay 50% of the Retirement COLA cost as determined by SamCERA.

Any agreements reached with AFSCME regarding retirement plans shall be extended to this MOU. The intent of this paragraph is to memorialize a "me-too" agreement regarding retirement plan changes entered into with AFSCME.

In the event that AFSCME Local 829 or SEIU Local 521 negotiate a termination of the employee retirement cost sharing provision, cost sharing will also be terminated for employees represented by SMCCE on the same effective date as that negotiated by AFSCME or SEIU.

Made and entered into this 24th day of June, 2010.

John Schabowski
SMCCE President

David Boesch
County Manager

Carter Choi
SMCCE

Donna Vaillancourt
Director of Human Resources

America Sanchez
SMCCE

Ann Stillman
Deputy Director - DPW

Kim Ferrario
Employee Relations

Nicole McKay
Employee Relations Manager

June 24, 2011

John Schabowski
SMCCE President

This letter shall confirm certain understandings reached in negotiations for a Memorandum of Understanding covering the period of September 5, 2010 through March 2, 2013, .

1. Alternate Work Schedule. The Public Works Department agrees to continue the availability of an alternate work schedule.
2. Rain Gear. The Public Works Department agrees to continue to provide rain gear for SMCCE employees to check out.
3. Direct Deposit. The parties agreed to make Direct Deposit mandatory for all employees hired after October 30, 1999.
4. The County agrees to invite SMCCE to participate in any Labor-Management Committees formed to discuss issues pertaining to medical and dental benefits.
5. Training Opportunities – The County has expanded the Management Development training course so that some slots are made available to employees in professional positions
6. A Flexible Spending (FSA) debit card with a value of \$200 will be issued to each employee who is employed as of January 1, 2011 as soon as administratively feasible after ratification of this agreement. An additional \$200 FSA card will be issued on January 1, 2012.

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

APPROVED AND ACCEPTED:

Dated: _____

San Mateo County Council of Engineers

County of San Mateo

By: _____

By: _____

BENEFITS SUMMARY

Benefits Summary

The following list summarizes the various benefit programs in effect for employees as of April 1, 2011:

MEDICAL (Active): The County pays 85% of the total premium for Kaiser and Blue Shield HMO plans, (employees pay 15% of the total premium) and the County pays 75% of the total premium for the Blue Shield POS Plan (employees pay 25% of the total premium).

MEDICAL (Retiree): See Section 18.3 – 18.12.

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 6 months; employees may appeal plan rejections - see Plan Description Booklet.

Delta Dental PMI:

See brochure.

VISION

VSP: 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.*

** 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; this amount shall increase to \$20,000 effective July 1, 2007. \$500.00 for spouse. Up to \$500/child.

LONG TERM DISABILITY

County paid premiums. Must be employed by County for three or more years to be eligible. Maximum benefit: \$2400/mo for new claims received on or after 10/17/99.

This is a summary of various benefit programs in effect for eligible employees. 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.

EXHIBITS

EXHIBIT A

SMCCE

Salaries 09/05/2010

| ClassCode | Class Title | Work Group | Range | A | B | C | D | E |
|-----------|--------------------------|------------|---------|------------|------------|------------|------------|------------|
| N033 | ASSISTANT ENGINEER | 1 | \$38.26 | \$2,448.80 | \$2,588.80 | \$2,737.60 | \$2,894.40 | \$3,060.80 |
| N020 | ASSOCIATE CIVIL ENGINEER | 5 | \$49.78 | \$3,185.60 | \$3,368.80 | \$3,561.60 | \$3,766.40 | \$3,982.40 |
| N018 | ASSOCIATE ENGINEER | 5 | \$45.27 | \$2,897.60 | \$3,063.20 | \$3,239.20 | \$3,424.80 | \$3,621.60 |
| N021 | LICENSED LAND SURVEYOR | 5 | \$50.49 | \$3,231.20 | \$3,416.80 | \$3,612.80 | \$3,820.00 | \$4,039.20 |

EXHIBIT B

Exhibit B

1. Associate Engineers serving as Survey Party Chiefs shall be paid a differential equivalent to one-half (1/2) step in addition to all other compensation.
2. Associate Engineers, Associate Civil Engineers and Assistant Engineers licensed by the State of California as Land Surveyors shall be paid the equivalent of one step in addition to all other compensation.
3. Licensed Land Surveyors, Associate Engineers, Associate Civil Engineers and Assistant Engineers licensed by the State of California as Traffic Engineers, shall be paid the equivalent of one-half (1/2) step in addition to all other compensation.
4. At the discretion of the Department head, and on a case by case basis, Licensed Land Surveyors, Assistant Engineers, Associate Engineers, and Associate Civil Engineers assigned to perform work in the field shall receive reimbursement of up to \$175.00 for the purchase of approved safety shoes that meet Department guidelines, and will be required to wear said safety shoes while performing all fieldwork.