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11460 workers

(Element + Technical)

Service Employees International Union
(SEIU)
Local 715, AFL-CIO

and

County of San Mateo

between

Memorandum of Understanding

3/25/03

20609

SEIU
MEMORANDUM OF UNDERSTANDING

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MEMORANDUM OF UNDERSTANDING

PREAMBLE

Local 715, Service Employees International Union, AFL-CIO, and representatives of the County of San Mateo have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of workers in the representation units listed in Section 1, have exchanged freely information, opinions and proposals and have endeavored to reach agreement on all matters relating to the employment conditions and employer-employee relations of such employees. This Memorandum of Understanding (MOU) is entered into pursuant to the Meyers-Millias-Brown Act (Government Code Sections 3500-3510) and has been jointly prepared by the parties.

Section 1. Union Recognition

Local 715, Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union" or "SEIU 715", is the recognized employee organization for the representation units listed below, certified pursuant to Resolution No. 38586, adopted by the Board of Supervisors on May 16, 1978.

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

Section 2. Union Security

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

2.1

Agency Shop

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

1. Become and remain a member of the Union.
2. Pay to the Union an agency fee which does not exceed an amount which may be lawfully collected under applicable constitutional, statutory, and case law (e.g., Hudson v. Chicago Teachers Union, Local No. 1, AFL-CIO), which shall be less than the monthly dues made during the duration of this MOU, it being understood that it shall be the sole responsibility of the Union to determine an agency fee which meets the above criteria; or
3. Do both of the following:

- a. Present to the Union and Controller a written declaration that he/she is a member of a bonafide religion, body, or sect which has historically held a conscientious objection to joining or financially supporting any public employee organization as a condition of employment; and

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

2.11

Hold Harmless

Annually, SEIU shall provide Employee Relations copies of the financial report SEIU files with the California Employee Relations Board, the Department of Labor (Form LM-2), or the union's balance and operating statement for the prior year. Failure to file such a report within 60 days after the end of its fiscal year shall result in termination of agency fee deductions without jeopardy to any worker, until such report is filed.

C.

Local 715 will supply the County with deduction authorization forms and/or membership applications.

B.

The Union shall provide the County with a copy of the Union's "Hudson procedure" for the determination and protest of its agency fees. Annually, the Union shall provide a copy of said "Hudson procedure" to every agency fee payor covered by this MOU and as a condition to any percentage change in the agency fee.

A.

2.10

Union Obligations

The County shall hand out agreed upon Union materials along with the Agency Shop forms.

C.

All transmittal checks shall be accompanied by documentation which denotes the worker's name, social security number, amount of deduction (including COPE) and member or fee payer status.

B.

All dues, service fees and COPE deductions shall be transmitted to Local 715 in an expeditious manner.

A.

2.9

County Obligations

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

2.8

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

2.7

Payroll Deduction

3.2

Handling of Grievances

The Union shall designate a reasonable number of Stewards to assist in resolving grievances. The designation will depend on such circumstances as geographical locations, hours of employment, and departmental organizational structure. The Union shall notify Employee Relations in writing of the individuals so designated. Alternates may be designated to perform

Any denial of requested time off may be appealed to the Employee and Public Services Director whose decision shall be final.

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

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

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

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

whichever is greater, at any one time. If any worker's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Manager whose decision shall be final. The Union shall be allowed up to 150 hours of unpaid release time per calendar year for official representatives and stewards to conduct necessary internal union business. Requests shall be made to the worker's department head 14 days in advance.

3.1

Attendance at Meetings

Section 3. Union Stewards and Official Representatives

2.17

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

the names added to or deleted from the previous list, and whether each such change in status was due to leave of absence, termination or withdrawal from the Union. The County will provide the Union on a biweekly basis a listing of Extra-Help workers and their length of service by department.

Director's decision shall be final. Such a salary may not be more than the maximum salary for the class to which the worker is appointed unless such salary is designated as a "Y" rate by the Board of Supervisors.

Salary Step Increases

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

(1) After completion of 1040 regular hours of satisfactory service in Step A of the salary schedule, and upon recommendation of the appointing authority, the worker shall be advanced to the next higher step in the salary schedule for the classification. If a worker is appointed at a step higher than the first step of the salary range for that class, the first merit increase shall be after completion of 2080 regular hours of satisfactory service.

(2) After the completion of 2080 regular hours of satisfactory service in each of the salary steps above A, and upon recommendation of the appointing authority, the worker shall be advanced to the next higher step in the salary schedule for the classification until the top of the range is reached.

(3) If an operating department verifies in writing that an administrative or clerical error was made in failing to submit the documents needed to advance a worker to the next salary step on the first pay period when eligible, said advancement shall be made retroactive to the first pay period when eligible. This section also applies to fully flexibly staffed promotions in which case the advancement shall be made retroactive to the first pay period when approved by the appointing authority.

(4) When recommended by the appointing authority and approved by Employee and Public Services Director, workers may receive special merit increases at intervals other than those specified in this Section. The Director's decision shall be final. Changes in an worker's salary due to promotion, upward reclassification, postponement of salary step increase, or special merit increase will set a new salary anniversary date for that worker.

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

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

1. \$50.00 per day for each weekend day (Saturday and/or Sunday) the worker is out of town. Any worker who is assigned work that requires him or her to be out of town on one or more weekend days shall be compensated as follows:

6.1 Out-of-Town Weekend Work Assignments

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

Section 6. Days and Hours of Work

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

5.9 Thursday Night Paychecks

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

5.8 "Y" Rate Process Upon Reclassification

A worker in a position reclassified to a lower class shall have the right of either (1) transferring to a vacant position in his/her present class in the same or another department, provided the head of the department into which the transfer is proposed agrees, or (2) continuing in the same position in the lower class at a "Y" rate of pay when the incumbent's pay is higher than the maximum step of the salary range for the lower class.

5.7 Reclassification of Position

If a worker voluntarily demotes to a class previously held, the worker shall be placed at the same step in that class which the worker held last. The worker's service time at such step shall be the same as the service time held at such step previously. In order to further the movement from lower-level to higher-level careers, a worker taking a voluntary demotion to a classification in the higher series (e.g., clerical worker to Eligibility Worker I class) shall be placed at the salary step in the new salary range which most closely approximates such worker's salary in the prior class.

lower classification which most closely approximates (but does not exceed) his/her salary in the higher classification.

Section 7. Overtime

Retirement: VTO impacts years of service and the calculation of salary for retirement purposes. Workers should contact the Retirement Office for detailed information.

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

Authorization

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

7.1

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.

7.2

Overtime resulting from required attendance at training classes or training meetings shall be compensable at the straight-time rate in an amount equal to the overtime worked unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act. For purposes of determining eligibility for overtime compensation any absence with pay shall be considered as time worked. The smallest increment of working time that may be credited as overtime is 6 minutes. Portions of 6 minutes worked at different times shall not be added together for the purpose of crediting overtime. Overtime shall be calculated from the worker's base pay only unless monetary payment at a different rate is prescribed for a worker covered by the Fair Labor Standards Act.

7.3

Work Groups

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

(1)

Work Group 1: All workers covered by the Fair Labor Standards Act shall be allocated to Work Group 1. Workers in Work Group 1 may be compensated for overtime worked either by monetary payment or by compensatory time off, at the option of the worker. Compensatory time off which accrues in excess of 80 hours must be liquidated by monetary payment. All monetary payments for overtime must be paid not later than the next biweekly payroll following the pay period in which the overtime was worked.

A salary differential of \$40.00 biweekly shall be paid incumbents of positions requiring bilingual proficiency as designated by the appointing authority and EPS Director. Said differential shall be prorated for workers working less than full-time or who are in an unpaid leave of absence status for a portion of any given biweekly pay period. Bilingual pay for workers in the classes of Revenue Collector, Patient Services Assistant, Lead Patient Services Assistant, Patient Services

Section 11. Bilingual Pay

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

Workers shall be paid an hourly rate of \$3.95 for time in which they are required to be in an on-call status, unless otherwise provided below.

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

Section 10. On-Call Duty

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

Section 9. Application of Differentials

8.4 A split shift is defined as a normal daily shift that is worked over a span of more than 9 consecutive hours. Workers required by proper authority to work a split shift shall be paid \$3.00 per each split shift worked in addition to all other compensation.

8.3 Full-time workers who are assigned to and work a shift of more than 8 hours which starts before 2:00 p.m. and includes at least 5 hours worked after 2:00 p.m., shall be paid at shift differential rates for all hours so worked after 2:00 p.m.

8.2 Full-time workers assigned to work a shift that starts between 2:00 p.m. and 5:00 a.m. shall be paid shift differential rates for all hours worked during such shift.

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

8.1 (1) Shift differential pay, for the purpose of this Section, is defined as pay at a rate that is one step above the worker's base pay in the salary range for his/her classification. If the base pay is at the top step, shift differential shall be computed at one step above such base pay.

Section 8. Shift Differential

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

11.6

Administration

Section 12. Mileage Reimbursement Policy

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

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

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

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

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

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

Section 15. Layoff and Reemployment

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

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

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

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

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

The following provisions shall apply in computing total continuous service:

- (1) Time spent on military leave, leave to accept temporary employment outside the County government and leave to accept a position in the unclassified service shall count as County service.
- (2) Periods of time during which a worker is required to be absent from his/her position by reason of an injury or disease for which he/she is entitled to and currently receiving Workers' Compensation benefits shall be included in computing length of service for the purpose of determining that worker's seniority rights.
- (3) Time worked in an extra-help status shall not count as County service.

status provided such a position is held by a worker with less seniority. For the purpose of such County-wide move, County service, including military leave, shall be allowed at the rate of two-thirds (2/3) of the actual time so served.

(4) Displaced workers may request the Employee and Public Services Director to place their name on the promotional eligible list or open eligible list for any classification for which, in the Director's opinion, the worker is qualified. The worker's name will be above the names of persons who have not been displaced, ranked in the order specified in subsection 15.3.

(5) Pursuant to Rule XI, Sections 11 and 12 of the Civil Service Rules as revised, a worker may, with the approval of the EPS Director and the gaining department head, demote or transfer to a vacant position for which he/she possesses the necessary skills and fitness.

(6) At the sole discretion of the Employee and Public Services Director, a worker may be allowed to transfer and displace a less senior worker in a position in which he/she had prior probationary or permanent status and which the Director determines is equivalent with respect to duties and responsibilities to the position the worker presently occupies. A transfer, for layoff purposes, is defined as a change from one position to another in the same class or in another class, the salary range of which is not more than 10% higher.

(8) Part-time workers shall not displace full-time workers, unless the part-time worker has held full-time status in the class.

(9) In addition to all other options, workers in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

15.6

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

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

The departmental reemployment eligible list for each class shall consist of the names of workers and former workers with probationary or permanent status who were laid off or whose positions were reallocated downward as a result of reclassification. The rank order on such lists shall be determined by relative seniority as specified in Section 15.3. Such lists shall take precedence over all other eligible lists in making certifications to the department in which the worker worked.

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

Section 18. Election Days

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

17.5 In accordance with the leave approval provisions of Section 19.2, workers may use floating holiday time earned for Saturday holidays on the Friday immediately preceding the holiday. This is not intended to mean that management approval is not required for use of this time, but is intended to allow workers to use the floating holiday on the day before it is actually earned.

17.4 If any of the holidays listed above falls on a day other than Sunday and the worker is not regularly scheduled to work that day, or if a worker is required to work on a holiday, he/she shall be entitled to equivalent straight time off with pay. This equivalent time off is limited to 120 hours with any time earned in excess of 120 hours cashed out at the equivalent straight time rate. If a worker leaves County service with accrued holiday hours, those hours will be cashed out. Workers working on a holiday shall be compensated for such time worked at the rate of one and one-half (1 1/2) times the straight-time rate. This compensation may, at the worker's option, be in the form of overtime pay or compensatory time off, but not a combination of the two.

17.3 If one of the holidays listed above falls on Sunday and the worker is not regularly scheduled to work that day, the worker's first regularly scheduled workday following the holiday shall be considered a holiday.

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

Court Holidays

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.

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

December 25 (12)
(Christmas)
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.

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

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

20.3

Procedures for Requesting and Approving Sick Leave

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

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

(1) The worker's illness, injury, or exposure to contagious disease which incapacitates him/her from performance of duties. This includes disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom as determined by a licensed health care professional.

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

20.2

Usage

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

20.1

Accrual

Section 20. Sick Leave

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

19.3

Vacation Allowance for Separated Workers

at the maximum vacation accrual amount. The decision of the Employee Relations Manager shall be final. The County agrees to provide maximum vacation accrual limits on workers' paychecks.

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

20.9 Catastrophic Leave Program

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

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

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

(c) Transferring Time
 Vacation and holiday time may be transferred by workers in all work groups. Compensatory time may be transferred by workers in work groups 1, 4, and 5.

2. Sick leave may be transferred at the rate of 1 hour of sick leave for every 4 hours of other time (i.e., holiday, vacation, or comp time).
3. Donated time will be converted from the type of leave given to sick leave and credited to the receiving worker's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the receiving worker.
4. Donations must be a minimum of 8 hours and, thereafter, in whole hour increments.
5. The total leave credits received by the worker shall normally not exceed three months; however, if approved by the department head, the total leave credits received may be up to a maximum of six months.

6. Donations approved shall be made on a Catastrophic Leave Time Grant form signed by the donating worker and approved by the receiving worker's department

(a) Definition: Job incurred disability leave without pay is a worker's absence from duty without County pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers Compensation Law. Only permanent or probationary workers occupying permanent positions are eligible for job incurred

(2) Job Incurred Disability Leave Without Pay

(d) Length of Job Incurred Disability Leave With Pay: Eligible workers shall be entitled to disability leave for the period of incapacity as determined by a physician, not to exceed a maximum of 90 calendar days for any one illness or injury. Holidays falling within the period of disability shall extend the maximum time allowance by the number of such holidays.

(c) Application for and Approval of Job Incurred Disability Leave With Pay: In order to receive pay for job incurred disability leave a worker must submit a request on the prescribed form to his/her department head describing the illness or accident and all information required for the department head to evaluate the request. The worker must attach a physician's statement certifying to the nature, extent, and probable period of illness or disability. No job incurred disability leave with pay may be granted until after the County, the County Workers Compensation Adjuster or the State Compensation Insurance Fund has declared the illness or injury compensable under the California Workers Compensation Law and has accepted liability.

(b) Payment: Payment of job incurred disability leave shall be at the base pay of the worker, and shall be reduced by the amount of temporary disability indemnity received pursuant to Workers Compensation Law.

(a) Definition: Job incurred disability leave with pay is a worker's absence from duty with pay because of disability caused by illness or injury arising out of and in the course of his/her employment which has been declared compensable under Workers' Compensation Law. Only permanent or probationary workers occupying permanent positions are eligible for job incurred disability leave with pay.

(1) Job Incurred Disability Leave With Pay

21.4 Job Incurred Disability Leave

Authorized absence without pay which exceeds twenty-eight consecutive calendar days for either: (1) leave of absence for personal reasons, (2) leave of absence for illness or injury not compensated through Workers' Compensation benefits, or (3) leave of absence to fill an unexpired term in elective office shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment. Any authorized absence without pay (regardless of length) which begins on or after October 24, 1994, shall not be included in determining salary adjustment rights, or any seniority rights, based on length of employment.

21.3 Seniority Rights and Salary Adjustments

(3) Leaves of Absence Without Pay for Personal Reasons: Leaves of absence without pay for personal reasons (including but not limited to being employed on a full-time basis by the Union signatory to this MOU) may be granted for a maximum period of 13 full biweekly pay periods. Such leaves shall only be granted after all accrued vacation and holiday credits have been used; however, a worker may request in case of personal emergency, including an emergency relating to the non-disability portion of maternity leave, that one week's vacation be retained. The decision of the EPS Director shall be final.

(4) Leaves of Absence Without Pay for Union Work: Leaves of absence without pay to take employment with the Union signatory to this MOU may be granted for a maximum period of 13 full biweekly pay periods. Workers are entitled to retain any accrued vacation and holiday credits while on such leaves. In the event that workers on approved Union leaves want to continue group benefits coverage (including medical, dental, vision and life insurance) through the County plans, arrangements will be made for the Union to reimburse the County for the costs associated with continuing such coverage.

(5) Parental Leave: A worker/parent of either sex shall be granted a leave of absence without pay to fulfill parenting responsibilities during the period of one year following the child's birth or one year following the filing of application for adoption and actual arrival of child in the home. Such leave shall be for a maximum period of 13 biweekly pay periods. Use of accrued vacation, sick, compensatory time or holiday credits shall not be a pre-condition for the granting of such parental leave. Workers who must assume custody of a minor will be eligible for parental leave.

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

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

(1) Said absence from duty will be with full pay for each day the worker serves on the jury or testifies as a witness in a criminal case, other than as a defendant, including necessary travel time. As a condition of receiving such full pay, the worker must remit to the County Treasurer, through the worker's department head within 15 days after receipt, all fees received except those specifically allowed for mileage and expenses.

(2) Attendance in Court in connection with a worker's usual official duties or in connection with a case in which the County of San Mateo is a party, together with travel time necessarily involved, shall not be considered absence from duty within the meaning of this Section.

(3) Said absence from duty will be without pay when the worker appears in private litigation to which the County of San Mateo is not a party.

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

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

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

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

For each 8 hours of unused sick leave at time of retirement, the County shall contribute towards one month's premium for health or dental coverage for the worker and eligible dependents (if such dependents are enrolled in the plan at the time of retirement). The County shall not be obligated to contribute at a rate in excess of \$160.00 per 8 hours of unused sick leave per month for the retired worker to continue health or dental coverage (e.g., if a worker retires with 320 hours of unused sick leave, the County will continue to pay the health or dental premiums for a period of 40 months). For workers who retire with 45% or more of the total amount of sick leave they could have accrued during their career with the County of San Mateo, the conversion rate for each 8 hours of unused sick leave shall be \$190. Effective November 7, 2004, the \$160 amount shall be increased to \$165 and the \$190 amount shall be increased to \$195. Effective November 10, 2002, workers may increase the number of hours per month to be converted up to a maximum of 14 hours of sick leave per month. Such conversion may be in one full hour increments above a minimum of eight hours (e.g., if a worker converts 12 hours at the rate applicable until November 7, 2004, he/she would be reimbursed \$240 instead of \$160). 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). Should a retired worker die while receiving benefits under this section, the worker's spouse and eligible dependents shall continue to receive coverage to the limits provided above.

The County will provide up to a maximum of 192 hours of sick leave (2 years of retiree health coverage) to workers who receive a disability retirement. For example, if a worker who receives a disability retirement has 100 hours of sick leave at the time of retirement, the County will add another 92 hours of sick leave to his/her balance. This sick leave will be converted at the rate of \$160 per 8 hours of sick leave until November 7, 2004 at which time the conversion rate will be \$165 per 8 hours.

Employees who waive retiree health/dental coverage including COBRA rights may, upon retirement, convert each 8 hours of accrued sick leave for \$100. Should this cashout be determined, either through legislative or judicial action, to constitute compensation earnable for retirement purposes, this provision shall become null and void.

The maximum benefit of the Long Term Disability Plan shall be \$2000 monthly. Effective with new benefits on or after October 17, 1999, the maximum benefit of the Long Term Disability Plan shall be \$2400 monthly. The County also agrees to cover under the LTD Plan, part-time workers who work a minimum of 20 hours per week. The Long Term Disability Plan is also modified to restrict benefits for psychiatric disabilities that result from stress, depression or other life events to two years. However, a disability resulting from certain chronic psychotic disorders or a disorder with demonstrable organic brain deficits can qualify for benefits payable up to the age of 65.

The County shall continue to provide its present long term income protection plan for permanent workers at no cost to said workers; provided, however, that in order to be eligible for such plan, workers must have been employed by the County for 3 or more years. Effective with disabilities commencing on or after January 1, 1988, the 120 day disability period required to qualify for long term income protection shall no longer require continuous disability but shall be cumulative for any single medically verified illness or injury within a period of 6 full months from the date of the disability's onset. The onset date shall be defined as the first workday the worker was unable to work.

Section 27. Long Term Disability Insurance

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

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

26.1 Workers shall be covered by life insurance and accidental death insurance as follows: The County shall provide \$12,000 of life insurance for each worker and \$500 of life insurance for the worker's spouse and up to a maximum of \$500 of life insurance for each of the worker's children depending on ages.

Section 26. Life Insurance

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

Benefit Booklets

25.3 Agreements reached as part of the Health Care Cost Containment Committee may be implemented outside of negotiations if employee organizations representing a majority of employees agree, providing, however, all employee organizations are given an opportunity to meet and confer regarding such agreements.

Agreement Implementation

Section 30. Career Opportunities Program

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

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

29.3

Probationary Period

Purpose 30.1 The purpose of the Career Opportunities Program is to provide current employees with opportunities to promote, transfer, or change careers within the County in a way that is fair, competitive, easily understandable, efficient and appropriate to the County's needs. Investing in and utilizing talents of its workers will enhance the performance of the organization.

Components 30.2

A. Promotional Opportunities

Recruitments for classifications covered by this program will be conducted on either a promotional basis (as designated in Exhibit F 1.) or an open and promotional basis (as designated in Exhibit F 2.). All recruitments for these classifications will be conducted in accordance with the Civil Service Rules, and any appeals will be processed under authority of the Civil Service Rules.

B. Transfer Opportunities

The Transfer Program permits employees to transfer from one position to another without competitive examination, within the specific classification groupings listed in Exhibit F 3. Utilization of the Transfer Program is at the department's discretion; if used, all transfer opportunities will be announced in the weekly Job Bulletin published by Employee and Public Services for a minimum of two (2) weeks. An employee wishing to transfer must meet the minimum qualifications for the position desired, and must possess any certificates, licenses, education and experience required for that position. Interested employees will be interviewed by the appointing authority, who may request that candidates submit paperwork for the interview. Depending on the number of interested employees, the appointing authority may conduct a screening prior to the interviews.

C. Career Planning and Development

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

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

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

Section 32. Geographical Displacement

- (1) If it becomes necessary to transfer permanently one or more workers from one geographical location to one or more geographical locations in different cities, such workers at the original geographical location who are working in the affected classifications shall be given an opportunity to express their desires for transfer. In such cases the department head shall give consideration to length of service and transportation factors along with such job related criteria as he/she deems appropriate, provided where all of these criteria are relatively equal, length of service shall prevail. The County shall discuss these criteria with the Union before selecting workers for transfer. Nothing shall preclude a department head from temporarily assigning workers to work at a different geographical location when prompt action is required by the needs of the County.
- (2) Workers shall not be transferred from one geographic location to another for disciplinary reasons.

Section 33. Change of Assigned Duties

- 33.1 No worker shall be required regularly to perform duties of a position outside of the classification to which he/she has been appointed. However, workers may be assigned temporarily duties outside their classification. In addition, under the conditions described in the Rules of the Civil Service Commission, a department head may temporarily assign to workers whatever duties are necessary to meet the requirements of an emergency situation.
- 33.2 Reclassification Procedure
A worker may request in writing a re-evaluation of his/her job based on significant changes in job content or significant discrepancies between job content and the classification description. Such written request shall be submitted to his/her department head. Following review by the department, a written response shall be submitted to the worker within 45 days indicating whether the request will be forwarded to the Employee and Public Services Department. In the event the worker feels his/her request has been unreasonably denied and that he/she is performing duties of a position outside of the classification to which he/she has been appointed, he/she shall have the right to file a grievance in accordance with Section 37 of the MOU.

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

Section 35. Probationary Period

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

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

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

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

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

35.5 The appointing authority may terminate a probationary worker at any time during the probationary period without right of appeal in any manner and without recourse to the procedures provided in Section 38 hereof, except when the worker alleges, and substantiates in writing that the termination was due to discrimination prohibited by county, state or federal statutes or regulations. If discrimination is alleged, the appeal or grievance shall be decided solely on the basis of whether or not the termination was due to discrimination; and unless it is determined that there was discrimination, the person or persons hearing the appeal or grievance shall not substitute their judgment for that of the appointing authority. In case of rejections during probationary periods, workers shall be given written notice, with reasons therefor, at once. The EPS Director may, upon request by a worker rejected during his/her probationary period, restore that worker's name to the eligible list for that classification. However, the worker's name shall not be certified to the department from which rejected without approval of the department head.

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

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

37.1

Notice

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

37.2

Appeals

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

38.1

A grievance is any dispute which involves the interpretation or application of any provision of this MOU excluding, however, those provisions of this MOU which specifically provide that the decision of any County official shall be final, the interpretation or application of those provisions not being subject to the grievance procedure.

38.2

Grievances shall be processed in the following manner:

(a)

Step 1. Department Head and/or the Designated Representative

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

(b)

Step 2. Employee and Public Services Director

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

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

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

No Strike

38.6

- (b) For the purpose of meeting timelines, postmarks or date of hand delivery shall establish the dates of receipt.
- (a) Irrespective of the defenses of timeliness and/or arbitrability, all issues and remedies shall be fully discussed and/or responded to at each level, prior to and including arbitration, without prejudice to those defenses.

Grievance Procedures/Practices

38.5

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

All complaints involving or concerning the payment of compensation shall be initially filed in writing with the Employee and Public Services Director. Only complaints which allege that workers are not being compensated in accordance with the provisions of this MOU shall be considered as grievances. No adjustment shall be retroactive for more than 60 calendar days from the date upon which the complaint was filed.

Compensation Complaints

38.4

- (d) If the EPS Director pursuant to the procedures outlined in subsection 38.2 (b) or the Adjustment Board pursuant to the provisions of subsection 38.2 (c) resolve a grievance which involves suspension or discharge, they may agree to payment for lost time or reinstatement with or without payment for lost time.
- (c) Proposals to add to or change this MOU or written agreements or addenda supplementary hereto shall not be arbitrable and no proposal to modify, amend or terminate this MOU, referred to arbitration under this Section. Neither Adjustment Boards nor arbitrators shall have the power to amend or modify this MOU or written agreements or addenda supplementary hereto or to establish any new terms or conditions of employment.

permanent part of the worker's personnel record. The worker shall be responsible for providing the written responses to be included as part of the worker's permanent personnel record.

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

Letters of Reprimand

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

1. The file does not contain subsequent letters of reprimand or records of disciplinary action involving the same type of infraction in which case the prior letter of reprimand will remain in the worker's personnel file until the most current related letter of reprimand or record of disciplinary action is 2 years old.

2. The worker has not been notified in writing of pending disciplinary action at the time the written request to remove said letters of reprimand is received by the Department Head.

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

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

Section 41. Committees

41.1

Employee Assistance Committee

The County shall maintain a management/worker committee that is charged with the responsibility for reviewing the Employee Assistance Program in San Mateo County. The worker representatives include one worker from SEIU 715. Young adult dependents and domestic partner are included in the Employee Assistance Program.

41.2

EEO Advisory Committee

The County agrees that SEIU 715 may designate one worker to serve on the EEO Advisory Committee.

41.3

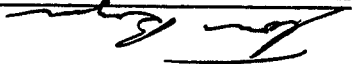
Central Safety Committee

The County agrees that SEIU 715 may designate one worker to serve on the Central Safety Committee.

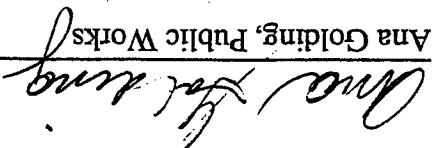
Section 48. Term of Agreement

This MOU shall be presented by the Union to the workers to be covered hereby for ratification by said workers, and shall thereafter be presented to the Board of Supervisors and, if appropriate, to the Civil Service Commission as the joint recommendations of the undersigned for salary and employee benefit adjustments for the period commencing November 10, 2002, and ending November 4, 2006.

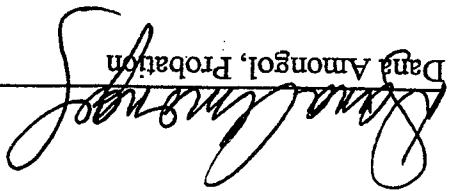
Tom Bryan, Assessor's Office



Ana Golding, Public Works



Dana Amongol, Probation



BENEFITS SUMMARY

County paid \$12,000 for worker/\$500.00 for spouse/up to \$500/child

LONG TERM DISABILITY

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

Maximum benefit: \$2400 monthly

This is a summary of various benefit programs in effect for eligible workers as of January 1, 2003. The descriptions are very general and are not intended to provide complete details about any or all plans. **Exact specification for all plans are provided in the official Plan Documents, copies of which are available from Payroll Specialists or the Employee and Public Services 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.

SEIU - Appraisal

Salaries 11/10/2002

Class Code	Class Title	Range	A	B	C	D	E
U076	APPRAISER I	24.02	1,901.60	2,010.40	1,719.20	1,817.60	1,921.60
U074	APPRAISER II	29.71	1,901.60	2,010.40	2,125.60	2,248.00	2,376.80
U079	AUDITOR-APPRAISER I	24.02	1,901.60	2,010.40	1,719.20	1,817.60	1,921.60
U078	AUDITOR-APPRAISER II	29.71	1,901.60	2,010.40	2,125.60	2,248.00	2,376.80
U045	PRINCIPAL APPRAISER-E	39.53	2,529.60	2,674.40	2,828.00	2,990.40	3,162.40
U077	PRINCIPAL AUDITOR-APPR-E	39.53	2,529.60	2,674.40	2,828.00	2,990.40	3,162.40
U081	REAL PROPERTY APPR TECH	20.40	2,529.60	2,674.40	1,459.20	1,543.20	1,632.00
U068	SENR APPRAISER	33.72	2,157.60	2,281.60	2,412.80	2,551.20	2,697.60
U063	SENR AUDITOR-APPRAISER	33.72	2,157.60	2,281.60	2,412.80	2,551.20	2,697.60

Salaries 11/9/2003

Class Code	Class Title	Range	A	B	C	D	E
U076	APPRAISER I	30.60	1,958.40	2,070.40	2,189.60	2,315.20	2,448.00
U079	AUDITOR-APPRAISER I	24.74	1,958.40	2,070.40	2,189.60	2,315.20	2,448.00
U078	AUDITOR-APPRAISER II	30.60	1,958.40	2,070.40	2,189.60	2,315.20	2,448.00
U045	PRINCIPAL APPRAISER-E	41.11	2,630.40	2,781.60	2,941.60	3,110.40	3,288.80
U077	PRINCIPAL AUDITOR-APPR-E	41.11	2,630.40	2,781.60	2,941.60	3,110.40	3,288.80
U081	REAL PROPERTY APPR TECH	21.01	2,630.40	2,781.60	2,941.60	3,110.40	3,288.80
U068	SENR APPRAISER	34.73	2,222.40	2,349.60	2,484.80	2,627.20	2,778.40
U063	SENR AUDITOR-APPRAISER	34.73	2,222.40	2,349.60	2,484.80	2,627.20	2,778.40

Salaries 11/7/2004

Class Code	Class Title	Range	A	B	C	D	E
U076	APPRAISER I	25.48	2,016.80	2,132.80	2,255.20	2,384.80	2,521.60
U074	APPRAISER II	31.52	2,016.80	2,132.80	2,255.20	2,384.80	2,521.60
U079	AUDITOR-APPRAISER I	25.48	2,016.80	2,132.80	2,255.20	2,384.80	2,521.60
U078	AUDITOR-APPRAISER II	31.52	2,016.80	2,132.80	2,255.20	2,384.80	2,521.60
U045	PRINCIPAL APPRAISER-E	42.34	2,709.60	2,864.80	3,029.60	3,203.20	3,387.20
U077	PRINCIPAL AUDITOR-APPR-E	42.34	2,709.60	2,864.80	3,029.60	3,203.20	3,387.20
U081	REAL PROPERTY APPR TECH	21.64	2,709.60	2,864.80	3,029.60	3,203.20	3,387.20
U068	SENR APPRAISER	35.77	2,288.80	2,420.00	2,559.20	2,706.40	2,861.60
U063	SENR AUDITOR-APPRAISER	35.77	2,288.80	2,420.00	2,559.20	2,706.40	2,861.60

Salaries 11/6/2005

Class Code	Class Title	Range	A	B	C	D	E
U076	APPRAISER I	26.50	2,097.60	2,218.40	2,345.60	2,480.00	2,622.40
U074	APPRAISER II	32.78	2,097.60	2,218.40	2,345.60	2,480.00	2,622.40
U079	AUDITOR-APPRAISER I	26.50	2,097.60	2,218.40	2,345.60	2,480.00	2,622.40
U078	AUDITOR-APPRAISER II	32.78	2,097.60	2,218.40	2,345.60	2,480.00	2,622.40
U045	PRINCIPAL APPRAISER-E	44.03	2,817.60	2,979.20	3,150.40	3,331.20	3,522.40
U077	PRINCIPAL AUDITOR-APPR-E	44.03	2,817.60	2,979.20	3,150.40	3,331.20	3,522.40
U081	REAL PROPERTY APPR TECH	22.51	2,817.60	2,979.20	3,150.40	3,331.20	3,522.40
U068	SENR APPRAISER	37.20	2,380.00	2,516.80	2,661.60	2,814.40	2,976.00
U063	SENR AUDITOR-APPRAISER	37.20	2,380.00	2,516.80	2,661.60	2,814.40	2,976.00

EXHIBIT E
Engineering Unit

1. The County agrees to reclassify Emmett Jackson to the classification of Public Works Technician II effective November 10, 2002.

3. Transfer Program

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

Certified Nursing Technician Medical Services Assistant II	Occupational Therapist VII Occupational Therapist VII - PHC	Physical Therapist VII Physical Therapist VII - PHC	Deputy Public Guardian VIII/III Marriage, Family, Child Counselor VII Vocational Rehabilitation Counselor VIII/III Family Court Counselors Psychiatric Social Worker VII Social Worker VIII/III	Environmental Health Specialist VIII/III Hazardous Materials Specialist VIII/III District Coordinator, OES	Park Ranger VIII Gardener	Internal Auditor VIII Accountant VIII
Data Entry Operator VIII Fiscal Office Assistant VII Legal Office Assistant VIII Public Service Specialist Deputy Court Clerk VIII Office Assistant VIII Sheriff's Criminal Records Technician VIII Medical Office Assistant VIII Medical Unit Assistant Patient Services Assistant VII Word Processing Operator VIII Word Processing Operator VIII Legal Word Processing Operator VIII Medical Word Processing Operator VIII	Auditor-Appraiser VII Appraiser VIII Real Property Agent VIII/III	Library Assistant VII Library Technician VIII	Benefits Analyst VII Family Support Officer VIII	Group Supervisor VIII Shelter Care Counselor VIII		

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

Dated: 12/17/02

APPROVED AND ACCEPTED:

SEIU Local 715

By Mary Alice

County of San Mateo

By J. P. Smith

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

DATE: October 22, 1999

TO: All Management Employees

FROM: Tim Sullivan, Employee Relations Manager

SUBJECT: Employee Relations Bulletin 91-6
Breaks

It is clear that providing rest breaks is beneficial to both workers and the County. Full-time workers are allowed one fifteen-minute rest break prior to and after their mid-shift meal break. Part-time workers are allowed one fifteen-minute rest break during any four hour work shift. For most workers, this equates to a lunch break and two rest breaks - one in the morning and one in the afternoon. The fifteen-minute rest breaks are paid, the mid-shift meal break is not. Unusual circumstances may occasionally occur that do not allow workers to be released for rest breaks. Rest breaks cannot be accumulated or "banked" for the purpose of taking longer breaks or leaving work early. If rest breaks are not taken, they are lost. Meal breaks must be no less than 1/2 hour, and cannot be skipped to reduce the work day.

RESOLUTION NO. 065709

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

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RESOLUTION ADOPTING THE 2002-2006 MEMORANDUM OF UNDERSTANDING
WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION

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

California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration

and ratification the Memorandum of Understanding with the Service Employees International

Union (SEIU), reference to which is hereby made for further particulars, which provides for

compensation and benefits for the period commencing November 10, 2002, and ending

November 4, 2006; 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 this

Board of Supervisors hereby ratifies and adopts said Memorandum of Understanding and

approves the schedules of compensation and benefits set forth therein.

* * * * *