November 10, 2002 - November 4, 2006

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***

(Engineering/Technical)

Local 715, AF-CIO
Service Employees International Union

and

County of San Mateo

between

Memorandum of Understanding
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a condition of employment; and

Section 1. Union Recognition

Sections 3500-3510 (and has been so agreed by the parties).

Preamble

Memorandum of Understanding
2.11 Hold Harmless

The Union shall indemnify, defend, and save the County harmless against any and all claims, damages, suits, actions, losses, injuries, costs, or expenses, of whatever nature, arising out of or by reason of the performance or non-performance of the provisions of this Section.

2.128 Payroll Deduction

The County shall deduct Union membership dues and any other moneys agreed upon payroll deduction from the Compensation of Covered Employees in accordance with the provisions of this Section.

2.10 Union Obligations

No member of the County’s bargaining unit shall engage in, support, or encourage or knowingly permit others to engage in, any strike or other activity which would tend to result in a violation of the County’s obligation under this Section.
Relations in writing of the individuals so designated. Alterations may be designated to perform
employee, and departmental organizational structure. The Union shall notify Employers
The recognition will depend on such circumstances as geographical location, hours of
The Union shall designate a reasonable number of stewards to assist in resolving grievances.

Handling of Grievances

Any denial of requested time off may be appealed to the Employee and Public Services Director,
considered on a case by case basis.

Administration will attempt to provide such release time, but that each instance must be
administered with the knowledge of the Union and Members. It is acknowledged that Hospitals and Clinics
work on an around-the-clock Council Meeting. It is understood that Members and Councils
Shop stewards working P.M. shifts shall be provided with 2 hours of unpaid release time each

made to the employee's department head 14 days in advance.

The Union shall be allowed up to 150 hours of unpaid release time per calendar year for official
The Union shall be appealed to the County Manager whose decision
approved, such appeal shall be subject to appeal to the County Manager whose decision
whichever is greater, at any one time. If any worker's request for excused absence is not
and fire office and Technical Services Unit,
archivist Unit
信息化 Unit
Appraisal Unit
Accounting and Administration Services Unit

3.1 Attendance at Meetings

The following representation units:

The number of workers exceeding 5 per Union or 2 from each of
such purposes shall not exceed 3 per Union or 2 from each of
days prior to the meeting whenever possible. Except by agreement with Employers, the
shall adopt written policies for excused absences to accommodate work
short, frequent, written absence for excused absences to accommodate work
the performance of County services as determined by the County. Such representatives or stewards of
representation may request representation of
County workers who are official representatives of stewards of the Union shall be given

Section 3. Union Stewards and Official Representatives

28 days.
The County shall notify the Union of workers who are on a leave of absence for a
2.17 Department

The Union on a biweekly basis a list of Extra Help workers and their length of service by

due to leave of absence. Information or withdrawal from the Union, the County will provide the
the names added to or deleted from the previous list, and whether each such change in status was
provisional appointment.

salary annuity date in the former class on the same basis as if there had been no such 
the County Classified Service who receives in the former classification shall retain the 

permanent worker accepting provisional employment in a higher or different class in 
reclassification or a demotion.

salary annuity date. A worker shall not be affected by a transfer, downward 
otherwise determined by the Employee and Public Services Director. The salary 
classification shall return to the salary annuity date held in the former class unless 
Workers who are retired during the provisonal period and never to their former 

increases or special merit increases will set a new salary annuity date for that worker.

When recommended by the appointing authority and approved by Employee and Public 
period when approved by the appointing authority.

promotions in which case the advancement shall be made retroactive to the first pay 
the first pay period when eligible. This section also applies to hourly hourly salaried 
steps on the first pay period when eligible, said advancement shall be made retroactive to 

If an operating department wishes to submit the documents needed to advance a worker to the next salary 

of the range is reached.

advancement to the next higher step in the salary schedule for the classification until the top 
steps above a, and upon recommendation of the appointing authority, the worker shall be 
steps above a, and upon recommendation of the appointing authority, the worker shall be 

After the completion of 2080 regular hours of satisfactory service in each of the salary 

An increase shall be effective at the beginning of the next full pay period.

5.46% and all increases to a "step" in the salary schedule are understood to agree to 5.46%. All 
step in the salary schedule for their respective class as follows. A step shall be obtained as 
by the appointing authority on their salary annuity dates for advancement to the next higher 

Permanent and provisionalary workers serving in regular established positions shall be considered 

Salary Step Increases

Board of Supervisors.

the class to which the worker is appointed unless such salary is designated as a "y" rate by the 

Directors decision shall be final. Such a salary may not be more than the maximum salary for
Section 6. Days and Hours of Work

Subject to wage earning position shall not be eligible for Thursday, fifth day following a Saturday and/or Sunday, paid.\(^1\)

A worker who is assigned to perform work that requires him to live out of town or to be one or more

The appointed authority shall prescribe

Workers occupying part-time positions shall work such hours and schedule as the Board and

The appointed authority shall the Board of Supervisors. The appointed authority shall the hours of

The standard workweek for workers occupying full-time positions consists of 40 hours unless

Thursday Night Pay

Section 8. Repeal of Other Provisions of this Section

When a worker is reclassified downward, he/she shall continue in higher present salary range,

When a worker is reclassified upward, he/she shall receive the lower class employee.

A worker in a position reclassified to a lower class shall have the right of either (1) transferring

Reclassification of Position

Approximations such workers' salary in the lower class.

Worker I class shall be placed at the salary step in the new salary range which most closely

Voluntary Demotion to a classification in the higher steps, 6, 7, 8, or 9, a worker in a lower level position will, in order to further the movement from lower-level to higher-level positions, a worker taking a

If a worker voluntarily demotes to a lower-level position, he/she shall receive a
Section 7. Overtime

7.1 Authorization

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

7.2 Definition

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. 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 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 work groups for purposes of determining eligibility for overtime compensation:

- Work Group 1. Workers in this group shall be compensated by monetary payment only. No overtime compensation shall be paid.
- Work Group 2. Workers in this group shall be compensated by overtime compensation paid by monetary payment or by compensatory time off. The decision of the Director shall be final.

Should the Director change the work groups, the Union shall discuss the change with the Director.

(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 by overtime worked either by monetary payment or by compensatory time off. The decision of the Director shall be final.

Compensatory time off, which accrues in excess of 80 hours must be liquidated at the next biweekly payroll following the pay period in which the overtime was worked.
Revenue Collection, Reception Services Assistant, Lead Reception Services Assistant, Reception Services, Patient Services, Patient Services Assistant, Patient Services Lead, Patient Services, Radiology, Security Services, Security Services Assistant, Security Services Department Head, Security Services Lead, Security Services, Sun City, Sun City East, Sun City West, Transportation Services, Transportation Services Assistant, Transportation Services Lead, Transportation Services, Transportation Services Manager, Transportation Services, Traffic Control, Traffic Control Assistant, Traffic Control Lead, Traffic Control, Trucking, Trucking Assistant, Trucking Lead, Trucking, Trucking Manager, Trucking, Values, Values Assistant, Values Lead, Values, Values Manager, Values, 2:00 p.m., and includes at least 5 hours worked after 2:00 p.m., shall be paid at a differential.

Paid shift differential rates for all hours worked during such shift:

8:3
Full-time workers who are 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.

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.

8:1
Shift differential pay for the purpose of this section is defined as pay at a rate that is one step above such base pay.

Shift differentials shall be paid to all workers above the workers' base pay, to be provided for part-time workers, paid at least $20.00 above the workers' base pay, to be provided for part-time workers.

For all purposes identified in paragraph (1) above, the bottom shift differential pay for full-time workers shall be at least $20.00 above the workers' base pay, to be provided for part-time workers.

8:0
A spill shift is defined as a normal daily shift that is worked over a span of more than 8 hours.

4.8
A spill shift shall not be entitled to on-call pay similarly.
3. Paragraph "a", above, is deleted.

If a worker uses his/her own vehicle for travel to and from any optional work location, and is entitled to mileage reimbursement under the following conditions:

I. A worker is entitled to mileage reimbursement if the following conditions are met:

- The employee and Public Services Director whose decision will be final, at the employee's request, may issue an exception for reimbursement if the employee provides evidence of a necessity for the travel that exceeds the established limit.
- Any County facility(ies) or designated area(s) within the County where in-vecture reports are submitted, or to which a worker is assigned for a period in excess of 20 consecutive work days, shall be considered a regular work location, and as such, not subject to reimbursement.

II. Administration of the Bligh City Plan will be the overall responsibility of EPS. Any disputes concerning the interpretation or application of the Bligh City Plan shall be referred to the Bligh City Plan Administrator.
Time spent on military leave, Leave to accept temporary employment outside the County, and Leave to accept a position in the undersized service shall count as County service. 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 continues to receive Workers' Compensation benefits shall be included in computing length of service for the purpose of determining the worker's seniority rights. The following provisions shall apply in computing total continuous service:

(1) Time spent on military leave, Leave to accept temporary employment outside the County, and Leave to accept a position in the undersized 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 continues to receive Workers' Compensation benefits shall be included in computing length of service for the purpose of determining the worker's seniority rights.

(3) Time spent on military leave, Leave to accept temporary employment outside the County, and Leave to accept a position in the undersized service shall count as County service.

(4) Service counts in determining seniority for purposes of layoff.

(5) Proportionate - Among proportional workers in a classification, order of layoffs shall be by job class, then department. The order of layoffs shall be by job class, then department. If a worker moves from a County position to the County, only the worker's time in the classification of employment shall count.

(6) Proportional - Among proportional workers in a classification, order of layoffs shall be by job class, then department. If a worker moves from a County position to the County, only the worker's time in the classification of employment shall count.

(7) Temporary - Among temporary workers in a classification, order of layoffs shall be by job class, then department. If a worker moves from a County position to the County, only the worker's time in the classification of employment shall count.

(8) Extra-Help or Seasonal - Among extra-help or seasonal workers in a classification, order of layoffs shall be by job class, then department. If a worker moves from a County position to the County, only the worker's time in the classification of employment shall count.

No proportional worker shall be laid off while workers working in extra-help, temporary, or seasonal positions are employed in the same classification unless the worker has been offered the extra-help, temporary, or provisional appointment. The order of layoffs among workers not having proportional status shall be according to the following schedule:

15.3 The department head may give at least fourteen (14) days advance written notice to workers to be laid off of work, lack of funds, reorganization, or otherwise when in the best interests of the County. Notice of Layoff

15.4 Any department head may, with the Board of Supervisors approval, layoff workers because of lack of funds or because of any other cause in the best interests of the County. Notice of Layoff

Section 15. Layoff and Reemployment
The General Reemployment Eligible List for each class shall consist of the names of workers and former workers with proportionate or permanent status who were laid off or whose positions were reestablished downward as a result of reclassification. The rank order on such list shall be determined by relative seniority as specified in Section 153. Each list shall take precedence over all other eligible lists in making certifications in the department in which the worker worked.

The names of workers laid off or placed on reemployment and General Eligible Lists received on or before the date they were laid off, shall be placed on the reinstatement list determined by the affected department head, may also be placed on the reinstatement list. Workers in classes at risk of being eliminated, as determined by the affected department head, shall not be eligible for placement on any list until the affected department head has notified the department of the absence of workers in classes at risk of being eliminated, as determined by the affected department head, may also be placed on the reinstatement list.

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.

The rank order on such lists shall be determined by relative seniority as specified in Section 153. Each list shall take precedence over all other eligible lists in making certifications in 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 proportionate or permanent status who were laid off or whose positions were reestablished downward as a result of reclassification. The rank order on such list shall be determined by relative seniority as specified in Section 153. Each list shall take precedence over all other eligible lists in making certifications in the department in which the worker worked.

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Section 12. Election Days

The County does not intend to provide workers from being absent from work on election days if the election is not scheduled to occur on a holiday. Workers may use their earned time off or compensatory time off, but not a combination of the two.

7.5 In accordance with the leave approval provisions of Section 11, workers may use their earned time off or compensatory time off, but not a combination of the two.

7.4 If any of the holidays listed above falls on a day other than Sunday and the worker is not considered a holiday.

7.3 If one of the holidays listed above falls on Sunday and the worker is not regularly scheduled to work that day, the worker is required to work a holiday, unless the worker is regularly scheduled to work on that day.

Court Holidays

Appointed by the Legislature of the Governor.

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

District Attorney, who shall continue to observe Lincoln's Birthday as a holiday.

February 12. This provision shall not apply to workers of the Office of the

Effective February, 2001, the Lincoln's Birthday holiday shall be eliminated and

Exempt employees shall be determined by the Board of Supervisors.

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, including the

Christmas Day appointed by the President of the United States or the Governor of the State of California:

December 25
Section 20.5- Sick Leave

20.5. Sick leave is paid at the rate of 3 1/7 hours for each day missed, with a maximum of 3 days per illness. Workers are entitled to a maximum of 30 days per year, or the maximum allowed by accumulated sick leave. If the sick leave is for a reason not covered by the sick leave policy and the worker has exhausted their accrued sick leave, the worker may be considered for extended leave under the provisions of the collective bargaining agreement.

20.6. Accrued sick leave shall be used before paid holidays. When a worker is employed by the County on a permanent basis, the accrued sick leave shall be used before paid holidays. If the worker is employed by the County on a temporary basis, the accrued sick leave shall be used before paid holidays.

Section 20.6- Vacation Leave

20.6. Workers employed by the County shall be entitled to a minimum of 30 days of vacation per year, or the maximum allowed by accumulated vacation leave. The vacation leave shall be used before paid holidays. When a worker is employed by the County, the accrued vacation leave shall be used before paid holidays.

Section 20.7- Sick Leave

20.7. Sick leave is paid at the rate of 3 1/7 hours for each day missed, with a maximum of 3 days per illness. Workers are entitled to a maximum of 30 days per year, or the maximum allowed by accumulated sick leave. If the sick leave is for a reason not covered by the sick leave policy and the worker has exhausted their accrued sick leave, the worker may be considered for extended leave under the provisions of the collective bargaining agreement.

Section 20.8- Vacation Leave

20.8. Workers employed by the County shall be entitled to a minimum of 30 days of vacation per year, or the maximum allowed by accumulated vacation leave. The vacation leave shall be used before paid holidays. When a worker is employed by the County, the accrued vacation leave shall be used before paid holidays.

Section 20.9- Sick Leave

20.9. Sick leave is paid at the rate of 3 1/7 hours for each day missed, with a maximum of 3 days per illness. Workers are entitled to a maximum of 30 days per year, or the maximum allowed by accumulated sick leave. If the sick leave is for a reason not covered by the sick leave policy and the worker has exhausted their accrued sick leave, the worker may be considered for extended leave under the provisions of the collective bargaining agreement.

Section 20.10- Vacation Leave

20.10. Workers employed by the County shall be entitled to a minimum of 30 days of vacation per year, or the maximum allowed by accumulated vacation leave. The vacation leave shall be used before paid holidays. When a worker is employed by the County, the accrued vacation leave shall be used before paid holidays.
Donations approved shall be made on a Chassidic Leave Time Claim Form.

6. Donations approved may be up to a maximum of six months.

5. The total leave credits received by the worker shall normally not exceed increments.

4. Donations must be a minimum of 8 hours and thereafter, in whole hour

3. shall be paid at the rate of pay of the receiving worker.

2. credited to the receiving worker's sick leave balance on an hour-for-hour basis and

1. of other time (e.g., holiday, vacation, or comp time).

2. Compensatory leave may be transferred at the rate of 1 hour of sick leave for every 4 hours

1. vacation and holiday leave may be transferred to workers in work groups 1, 4, and 5.

(c) Transferring Time

3. The receiving worker has exhausted all paid time off.

2. The receiving worker has exhausted all paid time off.

1. The receiving worker has a permanent full or part-time worker whose participation

2. has been approved by his/her department head;

1. The receiving worker is a permanent full or part-time worker whose participation

(b) Program Eligibility

2. The receiving worker and/or the worker's family member has sustained a life threatening or disabling illness or injury or condition. (The department head must have applied for or received medical leave of absence.

3. The receiving worker is approved by his/her department head;

1. another receiving worker under the following conditions:

2. Leave credits may voluntarily be transferred from one or more donating workers to

3. employees the financial impact of the illness, injury or condition.

4. workers so that she can remain in a paid status for a longer period of time, thus partially

5. This policy allows one worker to make voluntary grants of time to that

6. under the Family & Medical Leave Act.

7. The Chassidic Leave Policy is designed to assist workers who have exhausted paid

8. Sick Leave


8. 2009
Job Incurred Disability Leave Without Pay

Length of Job Incurred Disability Leave Without Pay: Eligible workers shall be entitled to disability leave for the period of incapacity as determined by a physician. In order to receive pay for job incurred disability leave, a worker must submit a request to the department head to calculate the base pay.

(1) Definition: Job Incurred Disability Leave Without Pay

21.3 Seniority Rights and Salary Adjustments

(2) Definition: Job Incurred Disability Leave Without Pay

21.4 Job Incurred Disability Leave Without Pay
to which the County of San Mateo is not a party.

Said abscence from duty will be without pay when the worker appears in pleading litigation

in connection with a worker's usual official duties in connection with attendance in Court. This section

does not apply when the worker, after receipt of all

leave benefits, is entitled to receive such full pay, the worker must return to the

receive benefits to which he is entitled, as the case may be, in a situation, other than as a defendant, including necessary

attendance in Court, in connection with a worker's usual official duties in connection with attendance in Court.

21.7 Absence Due To Required Attendance in Court

Absence of County Workers.

The provisions of the Military and Veterans Code of the State of California shall govern military

leaves of absence.

21.6 Military Leaves of Absence

of a minor will be eligible for personal leave. Workers who must assume custody

of a minor will be eligible for personal leave.

A worker's leave of absence shall not be a feature of any accrued vacation.

leave shall be for a maximum period of 12 (twelve) weeks, leaving the period of one year following the effective.

leave, including, the employee, during the period of one year following the

Leaves of Absence Without Pay for Personal Reason.

leave shall be granted for a maximum

Leaves of Absence Without Pay for Union Worker.

absence without pay to take

weeks of vacation are to be reimbursed. The decision of the EPS Director shall be final.

instituting, through the County's plans and arrangements will be made for the Union to

The EPS Director shall be final. The decision of the EPS Director on such leave will be final.

absence without pay to take

Leaves of Absence Without Pay for Leave.
Employees who waive the insurance coverage will be eligible for the provisions under this section only.

22.3 Unless otherwise provided in this MOU, workers whose employment with the Company is severed by reason of layoff or reduction in force or by reason of the termination of the employment relationship for the stated reasons shall be reimbursed by the Company for the unused sick leave at the time of termination, except that workers with less than 80 hours of unused sick leave at the time of termination shall be reimbursed by the Company at the rate of $75 per hour. The Company agrees to adjust the benefit levels of part-time workers to conform to the budgeted hours of work.

The Company shall provide each employee with a written statement of the benefits and conditions applicable to the employee's position within the Company.

The medical care premiums described above apply to Company workers occupying permanent part-time positions who work a minimum of 60 hours per week.
The maximum benefit of the Long Term Disability Plan shall be $2000 monthly. Effective with workers who work a minimum of 20 hours per week. The Long Term Disability Plan, which includes coverage under the LTD plan, effective on and after October 17, 1989, the maximum benefit of the Long Term Disability Plan shall be $2400 monthly. Effective with workers who work a minimum of 20 hours per week. The Long Term Disability Plan, which includes coverage under the LTD plan, effective on and after January 1, 1988, the 240 day disability period.

Workers must have been employees of the County for 2 or more years.

The County shall continue to provide its present Long Term Income Protection Plan for permanent

Section 27. Long Term Disability Insurance

For additional life insurance will not place a worker's current level of insurability at risk.

maximum of $250,000 for worker, $125,000 for spouse, and $100,000 for dependents. Applications Workers, dependent on pre-qualification, may purchase additional term life insurance to a

section 26. Life Insurance

The County shall provide in addition to the insurance payable to the worker's

benefits.

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

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

26.2 Workers' children, dependent on age, the worker's

26.3 Workers' children, dependent on age, the worker's

Section 25. Benefits Booklets

The County provides an educational $100,000 of the insurance payable to the workers.

The County shall provide $125,000 of the insurance for each worker and $500 of the insurance for each spouse. The County shall provide $75,000 of the insurance for each worker and $500 of the insurance for each spouse.

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

Workers' children, dependent on age, the worker's

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

Workers' children, dependent on age, the worker's

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

Workers' children, dependent on age, the worker's

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

Workers' children, dependent on age, the worker's
C. Career Planning and Development

Appointing authority may conduct a screening prior to the interview.

Qualifying authority may conduct an interview. Depending on the number of interested employees, the position may be filled by the qualifying authority, who may request that candidates submit resumes, education, and experience as evidence for their qualifications. Interested employees will be notified of the minimum qualifications for the position desired, and must possess any credentials.

Position vacancies will be announced in the Weekly Job Bulletin published by Employment and Workforce Development Programs. All announcements will be in the department's discretion. If used, all announcements will include a description of the position and criteria for the position.

Utilization of the Transfer Program is at the department's discretion. If utilized, employees will be notified of any available positions.

The Transfer Program permits employees to transfer from another position to another within the same job class.

B. Transfer Opportunities

Authority of the Civil Service Rules

A. Reclassification

A reclassification will be done on a competitive, open and competitive basis.

302.2 Components

Reclassification of classification within a specific job class, or change career within the county in a way that is fair and competitive. The purpose of the Career Opportunities Program is to provide career opportunities within the County.

Section 30. Career Opportunities Program

301.1 Purpose

When a position is vacated, the worker shall be removed from the County service. If the worker was promoted, the County will reclassify the position. If no vacancy exists within the County, the worker shall be removed from the County service. If no position exists, the worker shall be removed from the County service.

Workers demoted during a new probationary period shall have the right to demote to their former position.

Workers promoted to a higher classification shall have the right to demote to their former classification.

Workers promoted to a higher classification shall undergo the probationary period.
have the right to file an appeal in accordance with Civil Service Rule XIV, Section 1.B. 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 Section 37 of the M.O.L.

Please note: in the event of a position outside of the classification to which he/she has been appointed, the worker feels his/her interests may be prejudiced, the worker may request a review of the classification. The review shall be submitted to the Department of Civil Service. In the event that the worker is appointed to a position outside of the classification, the worker shall have the right to file an appeal in accordance with Civil Service Rule XIV, Section 1.B.

Reclassification Procedure

33.2 No worker shall be required to perform duties of a position outside of the classification.

33.1 Change of Assigned Duties

Reasons

Workers shall not be transferred from one geographic location to another for disciplinary reasons.

Geographic location change pursuant to a decision of the Joint Personnel Board is required by the needs of the County.

A geographic location change pursuant to a decision of the Joint Personnel Board is required by the needs of the County.

If it becomes necessary to transfer permanently one or more workers from one geographic location to one or more geographic locations in different cities, such geographic location to one or more geographic locations in different cities, such

Section 32, Geographic Displacement

The position in the same geographic location.

Public Service Director may in his/her sole discretion, certify that part-time worker to a full-time position.

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

Classes listed in Exhibits 1 and 2.

Programs to meet the needs of the participants. Such modifications may include revisions to the
Section 32. Proportionate Period

A worker who is laid off and subsequently appointed as a result of criticism from a general reemployment eligibility list shall start a new proportionate period when appointed from a

32.4 approved proportionate eligibility list that is laid off and subsequently appointed as a result of criticism from a

32.3 approved proportionate eligibility list for a worker who is laid off and subsequently appointed as a result of criticism from a

32.2 proportionate eligibility list for a worker who is laid off and subsequently appointed as a result of criticism from a

32.1 proportionate eligibility list for a worker who is laid off and subsequently appointed as a result of criticism from a

Proportionate workers shall undergo the proportionate period prescribed for the class to which appointed. Former proportionate workers shall undergo the proportionate period prescribed for the class to which appointed.

The proportionate period shall start from the date the worker is laid off and subsequently appointed. The proportionate period shall last a 6 month (1040 hour) proportionate period.

The proportionate period shall be extended for the duration of the reassessment. The proportionate period for any worker who is reassessed as the result of the reassessment, and is reassessed to a different proportionate period, is extended only to be 1200 hours in duration. The period shall be extended for the duration of the reassessment. The proportionate period for any worker who is reassessed as the result of the reassessment, and is reassessed to a different proportionate period, is extended only to be 1200 hours in duration. The period shall be extended for the duration of the reassessment.
The EPS Director or his/her designee shall be in charge of such disciplinary action. The EPS Director shall be held within 14 calendar days (as determined by the Personnel Director) after receipt of a written
complaint or notice. Involving demotion, suspension, or non-punitive discipline or dismissal of an employee, the EPS Director shall be held within 28 calendar days from the date of the employee's knowledge of or alleged
involvement in the grievance. Such notification must be in writing and forwarded to the employee's representative. Any worker who believes that his/her rights have been
violated as set forth in this section may discuss his/her complaint with the

Step 1. Department Head and/or the Designated Representative

Clericals shall be processed in the following manner:

Section 38.2

Any grievance is any dispute which involves the interpretation or application of any provision of

Appeals

A copy of the decision from the pre-disciplinary meeting (decision letter) shall
be mailed to the Union office.

Notice

37.1

The steps described in this section are intended to deal with disputes covered by this agreement may not be temporarily reduced.

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

Concerns raised in the event of an injury or illness, which may be an immediate danger to
workers, may require immediate investigation when the performance of his/her duties is
endangered by the injury or illness of another worker. The employer is required to cross a
picket line where the performance of his/her duties is endangered by the performance of
another worker. If the employer is not able to cross the picket line to perform the duties
the employer is required to cross the picket line to perform the duties. If the employer is
required to cross the picket line to perform the duties, he/she must provide the
employer with a written notice of this requirement.

In the case of a legally declared lawful strike against a private sector employer and has been
unlawfully halted or continued by the employer, the employer is required to cross the
picket line to perform the duties. If the employer is not able to cross the picket line to
perform the duties, he/she must provide the employer with a written notice of this
requirement.

38.6

No Strike

For the purpose of meeting immediate, premises or case of hand delivery shall establish
without prejudice to those defenses:

(i) Disability, such as injuries to an employee, prior to and including application,

(ii) Insufficient or the defense of insufficiency and other insufficiencies, all issues and remedies shall

38.5

Grievance Procedures/Process

The company and the Union

An administrative board of arbitration procedures (undergirded by the conclusion of this
MOU or Interim Conclusions resulting from

No change in the MOU or Interim Conclusions resulting from

Consensus Complainants

Reimbursement with or without payment for lost time.

Without prejudice to establish any new terms of conditions of employment

38.4

The EPS Director provides in the procedures outlined in subsection 38.2(a) of the

Supplementary PTO or to establish any new terms of conditions of employment

have the power to amend or modify the MOW or offer new terms of conditions of employment.

Proposals to add or change this MOW or written agreements or addenda supplementary

<table>
<thead>
<tr>
<th>38.4</th>
<th>Consensus Complainants</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
<tr>
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</tbody>
</table>
The Committee.

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

The Committee.

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

Employee Assistance Program.

Domestic partners are included in the Employee Assistance Program. Domestic partner representation includes one worker from SEIU 715. The Committee shall also be responsible for reviewing the Employee Assistance Program in San Diego County.

The Company shall maintain a management/worker committee that is charged with the responsibility for recommending a possible criminal offense. If such investigation leads to a conviction of a possible criminal offense, the Company shall consider removing the worker from the employment. The Company shall not allow the worker to reapply to the Company or be reinstated in the former position. The Company shall not allow the worker to return to any other position in the Company.

The worker has not been notified in writing of any disciplinary action at the time the letter of reprimand is received, or

The worker has been notified in writing of any disciplinary action at the time the letter of reprimand is received.

The letter of reprimand shall be sealed and removed provided the following conditions are met, provided the written letter of reprimand shall be placed in the worker's official personnel file. The written letter of reprimand shall be given copies of all letters or memoranda concerning the worker's job performance which are to be placed in the worker's permanent personnel record.

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November 4, 2006.

Employee benefits adjustments for the period commencing November 10, 2002, and ending in the Civil Service Commission as the Joint Recommendations of the undersigned for salary and by said workers, and shall thereafter be presented to the Board of Supervisors and, if applicable, this MOU shall be presented by the Union to the workers to be covered hereby for ratification.
BENEFITS SUMMARY
such coverage is no longer offered by the plan.

continue

However, the County agrees to continue negotiated coverage as currently exists unless otherwise agreed in writing. Please note that benefits are subject to change by the plans and there is no guarantee that these benefits will be continued. The difference between the description on these pages and the plan documents, the Plan Document Package, Please payroll specialists or the Employee and Public Service Department, Benefits Division, Where there is a specific plan for all plans are portions of the official plan documents, copies of which are available from payroll specialists. The exact descriptions are very general and are not intended to provide complete details about any of all plans. This is a summary of various benefit programs in effect for eligible workers as of January 1, 2003. The County paid $2,400 monthly maximum benefit. $2,400 monthly.

Long Term Disability

County paid $1,2,000 for worker/$600.00 for spouse/Up to $600/child.
<table>
<thead>
<tr>
<th>Class Code</th>
<th>Class Title</th>
<th>Range</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
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<td>0206</td>
<td>Principal Auditor-Appraiser I</td>
<td>4/3/00 - 5/31/00</td>
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<tr>
<td>0207</td>
<td>Principal Auditor-Appraiser II</td>
<td>6/1/00 - 6/30/00</td>
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<tr>
<td>0208</td>
<td>Auditor-Appraiser</td>
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<td>0209</td>
<td>Auditor-Appraiser I</td>
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<tr>
<td>0210</td>
<td>Auditor-Appraiser II</td>
<td>9/1/00 - 9/30/00</td>
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<tr>
<td>0211</td>
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<tr>
<td>0212</td>
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<td>0213</td>
<td>Auditor-Appraiser II</td>
<td>12/1/00 - 12/31/00</td>
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</table>

*Sales 11/02/2003*
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 within the same department, as listed below, or within their same classification and if the employee meets the requirement qualifications for the position and possesses the required credentials, licenses, education, experience, etc. The use of the Transfer Program is an option in filling positions.
By J.C. Pimentel
County of San Mateo

By Maria 
SEIU Local 715

APPROVED AND ACCEPTED:

Date: 12/11/02

In the space provided below, if the foregoing is in accordance with your understanding, please indicate your acceptance and approval.
be skipped to reduce the work day. 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.

Rest breaks cannot be accumulated or "banked" for the purpose of taking longer breaks or leaving work early. Unusual circumstances may occasionally occur that do not allow workers to be released for rest breaks.

The fifteen-minute rest breaks are paid. The mid-shift meal break is not.

Workers, this enables to a lunch break and two rest breaks - one in the morning and one in the afternoon. Part-time workers are allowed one fifteen-minute rest break during any four hour work shift. For most.

Full-time workers are allowed one fifteen-minute rest break prior to and after their mid-shift meal break.

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

SUBJECT: Breaks

FROM: Tim Sullivan, Employee Relations Manager

TO: All Management Employees

DATE: October 22, 1999

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

approves the schedules of compensation and benefits set forth herein.

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

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that this

Understanding as to both form and content and describes to fully and adopt the same:

WHEREAS, this Board has examined and approved the Memorandum of

November 4, 2006, and

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

reference to which is hereby made for further particulars, which provides for

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

California, that

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

WITH THE SERVICE EMPLOYEES INTERNATIONAL UNION

RESOLUTION ADOPTING THE 2002-2006 MEMORANDUM OF UNDERSTANDING

* * * * *

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

RESOLUTION NO. 065709