

**SIDE LETTER AGREEMENT**  
**Between County of San Mateo and**  
**AFSCME Local 859 and Service Employees International Union Local 521**  
**Re: Anti-Bullying Policy**

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and the American Federation of State, County and Municipal Employees (AFSCME) Local 859 the Service Employees International Union (SEIU) Local 521 (“Unions”).

This letter is effective immediately upon approval of a 2018 successor MOU by the San Mateo County Board of Supervisors and shall expire upon the County’s adoption of a County-wide Anti-Bullying Policy. By this side letter, the parties agree as follows:

The County proposes to adopt the following new County-wide policy. The County will present the proposed policy to all labor organizations and will offer the opportunity meet and confer as provided by law through a joint process involving all participating labor organizations. Until such time the County adopts a County-wide, Anti-Bullying policy, the following terms shall be in effect for employees represented by the Unions:

**Anti-Bullying Policy**

The County of San Mateo considers workplace bullying unacceptable and will not tolerate it under any circumstances. It is the policy of the County that all employees should be able to work in an environment free of bullying.

It is the County’s expectation that all communication and interaction between County workers will, at all times be professional, courteous and respectful.

Workplace bullying is behavior that harms, intimidates, offends, degrades or humiliates an employee, possibly in front of other employees, clients or members of the public.

Examples of bullying include, but are not limited to;

- Profane or disrespectful language
- Hostile and rude behavior and speech directed at a co-worker
- Derogatory remarks or comments about a co-worker’s appearance or job performance, angry outbursts or yelling
- Name calling
- Throwing anything at or toward a co-worker
- Retaliation against any person who has reported disruptive behavior

Managers and supervisors must take reasonable measures to prevent workplace bullying, and to respond promptly if it is identified to address and prevent future instances.


The County has processes and investigative procedures to deal with workplace bullying. Any reports of workplace bullying will be treated seriously and investigated promptly, confidentially (within limits) and impartially. All employees are encouraged to report workplace bullying. Retaliation against any employee who is a target of bullying behavior, as well as any employee who makes complaints about or participated in any investigation or administrative process related to a complaint of workplace bullying is prohibited.

Employees who feel they are being bullied should report any such activity to their supervisor immediately. If the employee is not comfortable reporting the activity to their supervisor, or the supervisor is the subject of the complaint, the employee should report the conduct to their manager.

If the issue is not resolved at this level, the employee may submit a written statement to the next level manager or to the EEO or Employee Relations Divisions of Human Resources who will oversee an investigation of the allegation. The written statement should include factual information of recent event(s) including name of employee raising the complaint, dates, times, witnesses (if any) location and the circumstances of the event. Human Resources may not be able to investigate allegations that are more than twelve (12) months old, or those which do not contain the name(s) of the reporting party, or sufficient specifics to be properly investigated. Human Resources may contact the reporting party for additional information if necessary and will work with departments to investigate and resolve complaints.


Disciplinary action, up to and including dismissal from County service, may be taken against anyone who bullies a co-worker or retaliates against an employee that has reported workplace bullying.

**San Mateo County:**


DocuSigned by:  
  
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**Michelle Kuka**  
*Deputy Director, Human Resources*

Dated: 9/19/2023 | 4:58 PM PDT

**SEIU Local 521:**


DocuSigned by:  
  
8F2652C7A3D6437...  
**Kiernan Colby**  
*Representative*

Dated: 9/11/2023 | 3:29 PM PDT

DocuSigned by:  
  
5E5C154D4A6441A...  
**Mercedes Segura**  
*County of San Mateo Chapter Chair, SEIU Local 521*

Dated: 9/14/2023 | 1:24 PM PDT

**AFSCME:**

DocuSigned by:  
  
4616497A5091458...  
**Rod Palmquist**  
*Representative*

Dated: 9/19/2023 | 11:41 AM PDT

**SIDE LETTER AGREEMENT**

between County of San Mateo and  
American Federation of State County and Municipal Employees  
(AFSCME), Local 829, AFL-CIO  
January 9, 2019

This Side Letter Agreement is entered into by and between the County of San Mateo (“County”) and AFSCME Local 829 (“AFSCME”). This letter is effective immediately upon approval of a 2018 successor MOU by the San Mateo County Board of Supervisors and shall expire upon completion of the process described herein. By this side letter, the parties agree as follows:

1. Within 90 days of the County of San Mateo Board of Supervisors’ approval of a successor MOU, County Parks Department management representatives including the Parks Department Director, Assistant Director, and Superintendent, will meet with Park Ranger IVs. During the meeting, Park Ranger IVs may present their suggestions for how year-round alternate work week scheduling for AFSCME-represented classifications employed by the County Parks Department may work on a District by District basis.
2. Parks Department management representatives will evaluate the impact(s) of the year round alternate work week scheduling on the Department’s operations. Within 30 days of the parties’ meeting described in number 1, Parks Department management representatives shall decide, on a District by District basis, whether to implement year-round alternate work week schedules.
3. In the event the Parks Department management decides to implement year-round alternate work scheduling in one or more Districts, and later determines that the year-round alternate work schedule no longer satisfies County business needs due to loss of productivity, inadequate staffing, attendance issues, additional overtime costs, or other business reason(s), the Parks Department management reserves the right to revoke approval of year-round alternate work schedules on a District by District basis.
4. Any alternate work week schedule implemented by the Parks Department will be subject to Article 6.2 of the MOU governing Alternate Work Week Options. All management decisions regarding approval or denial of alternate work schedules shall be final. Such decisions shall not be subject to the MOU grievance procedure or meet and confer.
5. Determination to authorize year-round alternative work week schedules shall be at the sole discretion of Parks Department management.

**San Mateo County:**

**AFSCME Local 829:**

\_\_\_\_\_  
(Signature / Printed Name)

\_\_\_\_\_  
(Signature / Printed Name)

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

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

\_\_\_\_\_  
(Signature / Printed Name)

\_\_\_\_\_  
(Signature / Printed Name)

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

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



455 County Center  
 Redwood City, CA  
 94063-1663  
 (650) 363-4343  
 (650) 363-4321

**Director**  
 Donna Vaillancourt

**ADMINISTRATION**  
 Fax: (650) 363-4822

**BENEFITS**  
 Fax: (650) 599-1573

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

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

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

**PERSONNEL SERVICES**  
 Fax: (650) 363-4219

**RISK MANAGEMENT**  
 Fax: (650) 363-4864

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

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

July 14, 2010

Nadia Bledsoe, Business Agent  
 Sharon McAleavey, Business Agent  
 AFSCME, Local 829, AFL-CIO  
 1900 Embarcadero #305  
 Oakland CA 94606-2250

RE: PRE-EVALUATION MEMOS

Dear Ms. Bledsoe and Ms. McAleavey,

In evaluating an employee's performance, depending upon the circumstances, a supervisor or manager may issue a Pre-Evaluation Memo. Some examples of when a Pre-Evaluation memo may be appropriate are:

- There has not been an evaluation written in over two years.
- There is a change in supervisor and a historical problem was not addressed.
- There has been a significant decline in the employee's performance.

The supervisor would advise the employee that absent significant improvement in specific areas, a below-standard evaluation would be issued. Most commonly, the Pre-Evaluation would allow an employee 60 to 90 days to show improvement. If a below-standard evaluation were issued, an employee would be placed on a special review cycle and the normal process would follow.

Sincerely,

Nicole McKay  
 Employee Relations Manager

cc: Donna Vaillancourt, Director, Human Resources Department  
 Liz Caserza, Employee Relations Analyst



August 2, 2010

**Human Resources Department**

www.co.sanmateo.ca.us/hr  
455 County Center  
Redwood City, CA  
94063-1663

(650) 363-4343  
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**Director**

Donna Vaillancourt

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**Board of Supervisors**

Mark Church  
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Nadia Bledsoe, Business Agent  
Sharon McAleavey, Business Agent  
AFSCME, Local 829, AFL-CIO  
1900 Embarcadero #305  
Oakland CA 94606-2250

**RE: ERGONOMIC EVALUATIONS**

Dear Ms. Bledsoe and Ms. McAleavey,

Employees may request an ergonomic evaluation of their workstation through their supervisor. Following the evaluation by the department's ergonomic coordinator, it may be necessary to obtain specific equipment and/or adjustments to the workstation. If the equipment and/or workstation adjustments are not completed within a reasonable timeframe (e.g. 30 calendar days), the employee may notify me by email. The following information should be provided:

- 1) Employee's Name
- 2) Department Name/Org #
- 3) Supervisor's Name
- 4) Copy of Ergonomic Evaluation

Risk Management will then follow up with the supervisor and provide any assistance. If necessary, further evaluation of the workstation may be needed by a third-party Ergonomist. Risk Management will facilitate this additional review and work with the department if any equipment and/or workstation adjustments are needed to meet ergonomic needs.

If you have any questions or wish to meet to discuss further, please do not hesitate to contact me directly at 650-363-4387.

Sincerely,

Scott Johnson  
Risk Manager

cc: Donna Vaillancourt, Director, Human Resources Department  
Nicole McKay, Employee Relations Manager  
Liz Caserza, Employee Relations Analyst

*San Mateo County Memorandum of Understanding*

*AFSCME 2024-2027*

November 16, 2006

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

Dear Ms. Gregory:

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

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

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

Sincerely,

Janine Keller  
Risk Manager

*San Mateo County Memorandum of Understanding*

*AFSCME 2024-2027*

November 16, 2006

Linda Gregory  
AFSCME Local 829

Dear Ms. Gregory:

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

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

Sincerely,

Donna Vaillancourt  
Human Resources Director

*San Mateo County Memorandum of Understanding*

*AFSCME 2024-2027*

November 16, 2006

Linda Gregory  
AFSCME Local 829

Dear Ms. Gregory:

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

Sincerely,

Donna Vaillancourt  
Human Resources Director

November 16, 2006

Linda Gregory  
AFSCME, Local 829

Dear Ms. Gregory:

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

**TO:** All Management Employees

**FROM:** John L. Maltbie

**SUBJECT:** Employee Performance Evaluation

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

1. Timelines: Employee Performance Reports are to be completed annually on all permanent employees regardless of the length of service. For 6 month probationary employees, reports are to be completed prior to the end of the third and sixth months and for 12 month probationary periods, prior to the end of the third, sixth, and twelfth months.

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

2. Feedback: Feedback on employee performance is a continual process throughout the year and needs to be given as recognition for achievements or when the employee is having difficulty meeting performance standards or objectives. The report form itself documents the ongoing feedback that the supervisor has discussed with the employee throughout the year, in addition to setting specific objectives the employee is expected to accomplish during the next review period. Although employees may disagree with some of the supervisor's statements, there should be no surprises during the performance appraisals conference.
3. Employee Response: Employees should be given 10 working days from the date the written report is discussed with the employee to comment and/or respond to the evaluation content and process.
4. Working Draft: Since the performance appraisal conference is a cooperative effort between supervisor and employee, the report form should initially be done as a draft. This provides an opportunity for the

*San Mateo County Memorandum of Understanding*

*AFSCME 2024-2027*

employee to assess his/her performance and draft performance objectives to be discussed at the conference.

5. Improvement Needed/Unsatisfactory Evaluation: If the overall work performance either needs improvement (below the standard level required for the position) or is unsatisfactory (inadequate and definitely inferior to the standards of performance required for the position), Employee Performance Reports must be completed monthly with clearly defined 30-day performance objectives.

Sincerely,

Donna Vaillancourt  
Human Resources Director

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

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

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

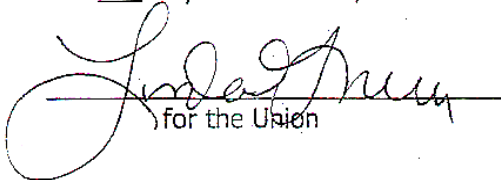
The goal of this agreement is that the hours worked in any such part time position over the calendar year will, excepting authorized overtime (see below) be approximately equal to the worker's status as a percent of full time.

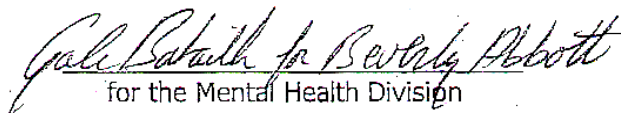
Hours worked in a work week while schools in session or during a period of peak client activity which exceed the worker's normal status may be converted to compensatory time on an hour-for-hour straight time basis subject to the provisions of the MOU regarding compensable overtime and to the limits on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

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

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

Signed this 1 day of December, 2000

  
\_\_\_\_\_  
for the Union

  
\_\_\_\_\_  
for the Mental Health Division

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**COUNTY OF SAN MATEO**  
HUMAN RESOURCES DEPARTMENT

Rocio Kiryczun  
Director

County Government Center  
455 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
650-363-4321 T  
650-363-4822 F  
<http://hr.smcgov.org>  
<http://jobs.smcgov.org>

October 22, 2019

John Tucker, Business Agent  
AFSCME Local 829  
80 Swan Way, Suite 110  
Oakland, CA 94621

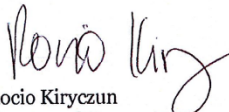
Sandra Floyd, Internal Organizer  
SEIU Local 521  
2302 Zanker Rd.  
San Jose, CA 95131

Dear Mr. Tucker and Ms. Floyd,

The County of San Mateo commits to utilizing the "Open and Promotional" recruitment designation where applicable, and on a frequent and continual basis, in order to encourage promotional opportunities to County employees.

For the purpose of the Extra Help Bargaining Unit, "Open" recruitments shall be limited to Extra Help positions (not including represented Limited Term positions) and recruitments where it is in the County's best interest to conduct an "Open" recruitment as determined solely by the County Human Resources Director.

Sincerely,

  
Rocio Kiryczun  
Director of Human Resources



**AGREEMENT BETWEEN  
COUNTY OF SAN MATEO AND  
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME)  
RE: ON-CALL DUTY FOR CHILDREN & FAMILY SERVICES SOCIAL WORKERS**

This side letter agreement (the “Agreement”) between County of San Mateo (the “County”) and the American Federation of State, County and Municipal Employees (AFSCME) (the “Union”) (collectively, the “parties”) shall confirm certain understandings the parties reached during the Meet and Confer meeting, which took place on July 2, 2020.

San Mateo County Children & Family Services (“CFS”) must operate as a public child welfare agency 24 hours per day, 7 days per week. Regular business hours are Monday through Friday, 8:00AM – 5:00PM and staffed accordingly. Afterhours and weekend shifts are covered by full-time CFS Social Workers and CFS Social Work Supervisors. Additionally, CFS Social Workers and CFS Social Work Supervisors are required to work on-call duty when assigned.

The current shift structure in CFS for afterhours and weekend shifts is listed below. Start and end times must be approved in advance by the assigned Human Services Manager. Five (5) day, 9/80 and 4/10 schedules may be available for the following shifts:

Weekend day shift: 8-10 hour shift between the hours of 7:00AM and 7:00PM

Swing shift: 8-10 hour shift between the hours of 1:30PM and 1:30AM

Graveyard shift: 8-10 hour shift between the hours of 10:00PM and 10:00AM

There are two (2) Social Workers assigned to each of these shifts who will physically report in the office. In addition, there is a “back-up” On-Call Social Worker who is paid at the On-Call rate as outlined in Section 10 of the AFSCME MOU for the period October 7, 2018 – October 2, 2021 (or any successor MOU hereafter where the MOU language remains unchanged). Should that Social Worker be required to perform work via a remote connection (from a telephone or computer), or respond to the field, then the Social Worker shall be paid in accordance with the terms of Section 7.4 (call back) of the existing AFSCME MOU.

There is one (1) Social Work Supervisor who is on-call, and paid the On-Call rate as outlined in Section 10 of the AFSCME MOU, unless or until they are required to conduct work via a remote connection (telephone or computer) or respond to the field. Should that Social Work Supervisor be required to perform work via a remote connection (from a telephone or computer), or respond to the field, then the Social Work Supervisor shall be paid in accordance with the terms of Section 7.4 (call back) of the existing AFSCME MOU.

In the event that one of the Social Workers who is assigned to work onsite for any given afterhours or weekend shift is unable to report to work, or has been deployed, there will be no change to the staffing structure identified above.

In the event that both Social Workers who are assigned to work onsite for any given afterhours or weekend shift are unable to report to work, the Manager will ask for volunteers to physically report to the office to work the shift. For graveyard shifts, covering Social Workers shall be allowed to work from home in a telework status. Additional duties may be assigned by the Manager to be completed during the shift by the covering Social Worker, and will be outlined in a shift work plan. Coverage for day or swing shifts shall be worked physically onsite unless otherwise approved by the assigned Manager who, on a case-by-case basis, and at their determination, may allow the social worker to work remotely. Covering Social Workers will receive overtime pay for their entire shift pursuant to the terms of the MOU, as outlined in Section 7.2. There will still be a "back-up" On-Call Social Worker who is paid at the On-Call rate as outlined in Section 10 of the MOU.

In the event that there are no volunteers, the operator will first route the calls to the on-call Social Work Supervisor, who will triage the calls. The Social Work Supervisor will dispatch calls to the on-call Social Worker, as they deem necessary. If the on-call Social Worker is deployed, the Social Work Supervisor will assume the role of the on-call Social Worker, and the Manager will assume the role of the Supervisor until the on-call Social Worker returns from the field. The on-call Social Worker will receive pay pursuant to the terms of the MOU, including sections 7.4 (Call Back) and 10 (On-Call Duty).

Effective with the date of signing of this Agreement, any previous agreements, policies or practices regarding compensation for on-call duty for CFS Social Workers are terminated. This specifically includes any agreements, policies or practices providing a .625 formula for paying time spent in an on-call status.

The foregoing is in accordance with the parties' understanding.

APPROVED AND ACCEPTED

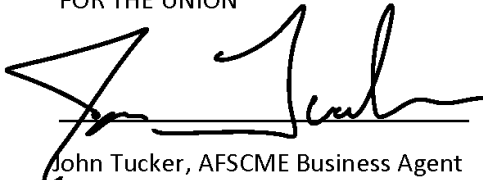
FOR THE COUNTY

  
\_\_\_\_\_

Michelle Kuka, Employee Relations Manager

Date: 7/14/2020

FOR THE UNION

  
\_\_\_\_\_

John Tucker, AFSCME Business Agent

Date: 7/13/2020