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Human Resource Services

January 11, 2022

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION – PROBATION DEPARTMENT MANAGERS REPRESENTATION UNIT 075 MEMORANDUM OF UNDERSTANDING, INCLUDING FIVE (5) NEW SIDELETTERS OF AGREEMENT; AND SALARY ORDINANCE AMENDMENTS OF ARTICLE 1, SECTION 1-1, SUBSECTION 1-1.1 AND ARTICLE 7, SECTION 7.4.P

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the December 27, 2020 through December 20, 2025 Memorandum of Understanding (“MOU”) between the Alameda County Management Employees Association – Probation Department Managers Representation Unit 075 (“ACMEA”) and the County of Alameda (“County”), including Appendices A through C, and five (5) new Sideletters of Agreement (“SLAs”); and
- B. Adopt Salary Ordinance amendments to:
 - i. update Article 1, Section 1-1, Subsection 1-1.1, to reflect the negotiated wages of the ACMEA MOU for classifications in Representation Unit 075; and
 - ii. delete Article 7, Section 7.4.P (Vacation Sellback) to reflect the negotiated provisions added to the ACMEA MOU for classifications in Representation Unit 075.

DISCUSSION/SUMMARY:

The ACMEA – Probation Department Managers MOU expired and was fully terminated as of December 26, 2020. To reach agreement on a successor MOU, representatives of the County and representatives of ACMEA (collectively, the “Parties”) held 16 negotiating sessions beginning December 17, 2020. While the MOU expired and fully terminated on December 26, 2020, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the completion of the collective bargaining process. The collective bargaining process has concluded and the Parties reached agreement on a successor MOU.

As such, we recommend that your Board adopt an Ordinance approving the December 27, 2020 through December 20, 2025, MOU between the Parties, including five (5) new SLAs.

The new MOU includes the following updated provisions:

- 1) Preamble – references a five-year term and eliminates membership reference to Operating Engineers Local 3 (“OE3”);
- 2) Section 2 (No Discrimination) – expands protected classes as defined by federal and state laws;
- 3) Section 3 (Association Security) – adds Senate Bill (“SB”) 866 (Dues Deduction) language;
- 4) Section 6 (Days of Work) – adds flex-day schedules;
- 5) Section 7 (Holidays and Paid Leave) – incorporates management paid leave and affirms floating holidays to not carry over to subsequent calendar year;
- 6) Section 10 (Additional Compensation) – provides five percent (5%) additional compensation for Institutional Supervisor (“IS”) II’s working additional 8-hour shifts;

- 7) Section 11 (Medical/Dental Benefits) – incorporates previous SLAs; increases employee's cost share to 15% for medical premiums; adds County Preferred Provider Organization ("PPO") / Indemnity medical plan; incorporates existing County Allowance, Share the Savings, and life insurance benefits into MOU; and eliminates OE3 PPO option;
- 8) Section 13 (Vacation Leave) – incorporates Management Paid Leave into MOU and implements vacation hard cap for all employees;
- 9) Section 15 (Wages) – provides wage increases and special adjustments for ISI/ISII and wage increases based on salary survey for Deputy Probation Officer ("DPO") classifications;
- 10) Section 14 (Sick Leave) – incorporates SLA on Use of Sick Leave for industrial illness or injury;
- 11) Section 24 (Mileage reimbursement) – adds clean-up language to clarify reimbursement for property damage;
- 12) Section 26 (Scope of Agreement) - establishes term of the MOU from December 27, 2020 through December 20, 2025.; and
- 13) SLAs – establishes five (5) new SLAs on the following topics:
 - A) Vacation Sellback
 - B) ISI/ISII Schedule and Shift Bid
 - C) Labor Management Release Time
 - D) Use of County Vehicles
 - E) AB 119 New Employee Orientation

A Summary of Significant Negotiated Terms is attached.

Furthermore, it is recommended that the Salary Ordinance, Article 7, Section 7.4.(Vacation Sellback), item P., be deleted in its entirety as the language was incorporated into the successor MOU.

FINANCING:

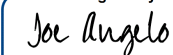
Funds are available in the 2021-2022 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from these actions.

VISION 2026 GOAL:

The Salary Ordinance amendments meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

DocuSigned by:



20C022F934D4404
Joe Angelo, Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Chief Probation Officer

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

Ordinance No. O-2022-7

**AN ORDINANCE APPROVING THE
DECEMBER 27, 2020 THROUGH DECEMBER 20, 2025 MEMORANDUM OF UNDERSTANDING WITH
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION –
PROBATION DEPARTMENT MANAGERS REPRESENTATION UNIT 075**

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

The provisions of Sections 1 through 33, Appendices A through C, including a total of five (5) new Sideletter of Agreements of the December 27, 2020 through December 20, 2025 Memorandum of Understanding, between the County negotiators and the Alameda County Management Employees Association – Probation Department Managers applicable to employees in Representation Unit 075 are hereby approved and incorporated herein by reference.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **25th** day of **January, 2022**, to wit:

AYES: Supervisors Brown, Haubert, Miley, Valle & President Carson – **5**

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS

File No: 30786

Agenda No: 37

Document No: O-2022-7



I certify that the foregoing is a correct copy of a Ordinance adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:

Clerk, Board of Supervisors

By: RB Bailey
Deputy

By 
Kristy van Herick, Asst. County Counsel

O-2022-8
AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2021 – 2022
COUNTY OF ALAMEDA SALARY ORDINANCE

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

Article 1, Section 1-1, Subsection 1-1.1 of the County of Alameda Salary Ordinance is hereby amended thereto of the following job codes, titles and salaries, effective on the dates as listed below:

ITEM	MC	TITLE	Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status
6230	SM	Assist Superintendent, Prob							X
			12/30/2018	4118.40	4325.60	4542.40	4768.80	5008.00	
			12/13/2020	4288.00	4504.00	4729.60	4965.60	5214.40	
			11/14/2021	4464.80	4689.60	4924.80	5170.40	5429.60	
			02/06/2022	4613.60	4845.60	5088.80	5342.40	5610.40	
6260	SM	Asst Camp Director							X
			12/30/2018	4402.40	4605.60	4836.00	5058.40	5308.00	
			12/13/2020	4584.00	4795.20	5035.20	5267.20	5526.40	
			11/14/2021	4772.80	4992.80	5242.40	5484.00	5754.40	
			02/06/2022	4932.00	5159.20	5416.80	5666.40	5946.40	
6270	SM	Camp Superintendent							X
			12/30/2018	4804.00	5047.20	5304.00	5571.20	5835.20	
			12/13/2020	5001.60	5255.20	5522.40	5800.80	6076.00	
			11/14/2021	5208.00	5472.00	5749.60	6040.00	6326.40	
			02/06/2022	5381.60	5654.40	5940.80	6240.80	6536.80	
6121	SM	Camp Supervisor, Probation							X
			12/30/2018	3727.20	3901.60	4095.20	4288.00	4486.40	
			12/13/2020	3880.80	4062.40	4264.00	4464.80	4671.20	
			11/14/2021	4040.80	4229.60	4440.00	4648.80	4864.00	
			02/06/2022	4175.20	4370.40	4588.00	4804.00	5025.60	
6124	SM	Deputy Chief Probation Officer							X
			12/30/2018	5593.60				6798.40	
			12/13/2020	5824.00				7078.40	
			11/14/2021	6064.00				7370.40	
			02/06/2022	6265.60				7616.00	
6126	PA	Division Director							X
			12/30/2018	4499.20	4724.00	4967.20	5217.60	5470.40	
			12/13/2020	4684.80	4918.40	5172.00	5432.80	5696.00	
			11/14/2021	4877.60	5120.80	5384.80	5656.80	5930.40	
			02/06/2022	5040.00	5291.20	5564.00	5844.80	6128.00	
6217	SM	Institutional Supervisor I							N
			12/30/2018	2996.00	3154.40	3307.20	3476.00	3638.40	
			12/29/2019	3061.60	3224.00	3380.00	3552.80	3718.40	
			02/21/2021	3216.80	3387.20	3551.20	3732.00	3906.40	
			02/20/2022	3380.00	3558.40	3730.40	3920.80	4104.00	
			03/05/2023	3516.80	3701.60	3880.80	4078.40	4269.60	
			03/03/2024	3623.20	3813.60	3997.60	4201.60	4398.40	

ITEM	MC	TITLE	Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status
			03/02/2025	3732.80	3928.80	4118.40	4328.80	4531.20	
6225	SM	Institutional Supervisor II							X
			12/30/2018	3464.80	3644.80	3819.20	4012.00	4202.40	
			12/29/2019	3540.80	3724.80	3903.20	4100.00	4295.20	
			02/21/2021	3720.00	3913.60	4100.80	4308.00	4512.80	
			02/20/2022	3908.80	4112.00	4308.80	4526.40	4740.80	
			03/05/2023	4066.40	4277.60	4482.40	4708.80	4932.00	
			03/03/2024	4189.60	4407.20	4617.60	4851.20	5080.80	
			03/02/2025	4316.00	4540.00	4756.80	4997.60	5234.40	
6123	SM	Section Supervisor Prob Dept							X
			12/30/2018	4371.20	4586.40	4823.20	5064.00	5310.40	
			12/13/2020	4551.20	4775.20	5021.60	5272.80	5528.80	
			11/14/2021	4738.40	4972.00	5228.80	5490.40	5756.80	
			02/06/2022	4896.00	5137.60	5403.20	5673.60	5948.80	
6120	PA	Special Services Supervisor							X
			12/30/2018	3897.60	4084.00	4280.00	4489.60	4702.40	
			12/13/2020	4058.40	4252.00	4456.00	4674.40	4896.00	
			11/14/2021	4225.60	4427.20	4639.20	4867.20	5097.60	
			02/06/2022	4366.40	4574.40	4793.60	5029.60	5267.20	
6235	SM	Superintendent, Probation							X
			12/30/2018	5048.80	5300.00	5573.60	5855.20	6128.00	
			12/13/2020	5256.80	5518.40	5803.20	6096.80	6380.80	
			11/14/2021	5473.60	5745.60	6042.40	6348.00	6644.00	
			02/06/2022	5656.00	5936.80	6244.00	6559.20	6865.60	
6122	SM	Unit Supervisor, Probation							X
			12/30/2018	4072.00	4266.40	4467.20	4690.40	4907.20	
			12/13/2020	4240.00	4442.40	4651.20	4884.00	5109.60	
			11/14/2021	4414.40	4625.60	4843.20	5085.60	5320.00	
			02/06/2022	4561.60	4780.00	5004.80	5255.20	5496.80	

SECTION II

Article 7, Section 7-4 (Vacation Sellback) of the County of Alameda Salary Ordinance is hereby amended to delete the following the subsection in its entirety:

~~P.—Effective December 12, 2010, for employees represented by ACMEA Probation Managers Unit 075, the yearly maximum vacation sellback shall be increased from fifteen (15) days to twenty (20) days in Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. The yearly maximum allowable vacation sellback for an employee represented by the ACMEA Probation Managers Unit 075, shall return to fifteen (15) days in Fiscal Year 2015-2016. (BOS approved 11/30/10)~~

SECTION III

This ordinance shall take effect immediately, and before the expiration of fifteen (15) days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **25th** day of **January, 2022**, to wit:

AYES: Supervisors Brown, Haubert, Miley, Valle & President Carson – **5**

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS

File No: 30786

Agenda No: 37

Document No: O-2022-8



I certify that the foregoing is a correct copy of a Ordinance adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:

Clerk, Board of Supervisors

By: RB Bailey
Deputy

**ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION – PROBATION DEPARTMENT MANAGERS
REPRESENTATION UNIT 075
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
December 27, 2020 to December 20, 2025**

MOU Section	Change Summary
Preamble	Term – five years from December 27, 2020 through December 20, 2025 and eliminates reference to representation by OE3
All Sections	Clean-up language that adds subsection titles, MOU abbreviations, and spells out numbers less than 10
Section 2. No Discrimination Clause	Updates language and adds additional EEO language for military / veteran status
Section 3. Association Security	Adds SB 866 language
Section 6. Days of Work	Adds bi-weekly flex schedule
Section 7. Holidays and Paid Leave	Affirms floating holidays do not carry over year to new calendar year; incorporates Management Paid Leave into MOU
Section 10. Additional Compensation	Provides additional compensation for ISIs who work additional 8-hour shifts.
Section 11. Medical / Dental / Vision/ Cafeteria Benefits	Clean-up language and incorporates previous SLAs; increases employee cost share of premiums to 15%; increases county allowance to \$3200 in plan year 2022; incorporates Share the Savings, and life insurance benefits into MOU; adds County PPO / Indemnity medical plan / eliminates reference to OE3 PPO option; increases dental coverage to \$1,650 in 2022 plan year; and incorporates existing vision and cafeteria benefits into MOU
Section 13. Vacation	Sets hard cap for vacation accrual effective December 25, 2022; incorporates vacation selection procedures by order of County seniority; provides vacation sellback guidelines
Section 14. Sick Leave	Adds contagious disease to use of sick leave and coordination of sick leave benefits with expiration of workers' compensation benefits
Section 15. Wage Increases	Provides wage and special adjustment increases for ISI/ISII positions and salary survey driven increases for 10 positions tied to DPO
Section 24. Mileage Reimbursement	Adds clean-up language to clarify reimbursement for property damage
Section 27. Scope of Agreement	Updates Scope of Agreement
SLA	Allows for vacation sellback up to 20 days until June 30, 2026 and reverts back to 15 days on July 1, 2026
SLA	Incorporates work schedules for ISI/ ISII and Shift Bid
SLA	Clarifies Labor Management Meeting Release Time
SLA	Clarifies Use of County Vehicle
SLA	Incorporates AB 119 New Employee Orientation

MEMORANDUM OF UNDERSTANDING

Between

**ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION
Probation Department Managers
Representation Unit 075**

And

THE COUNTY OF ALAMEDA



December 27, 2020 – December 20, 2025

2020-2025
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(PROBATION DEPARTMENT MANAGERS)
AND
THE COUNTY OF ALAMEDA

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**2020-2025
MEMORANDUM OF UNDERSTANDING
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(PROBATION DEPARTMENT MANAGERS)
AND
THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "COUNTY," and the Alameda County Management Employees Association (Probation Department Managers), , AFL-CIO, hereafter designated as "ASSOCIATION," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period December 27, 2020 through December 20, 2025, for employees working in representation unit referred to in Section 1 (Recognition) hereof.

SECTION 1. RECOGNITION

The County recognizes the Association as the exclusive bargaining representative for the following employees:

All full-time and part-time employees in classifications included in Bargaining Unit R075 (Probation Managers Unit) as specifically enumerated in Appendix "A" attached hereto.

The County shall recognize the Association as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and Association shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In the case of a disagreement, the department head panel, as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties of the disagreement. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties of the disagreement.

SECTION 2. NO DISCRIMINATION

2.A. DISCRIMINATION PROHIBITED. No person in the classified service shall be reduced, or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations, age, color, race, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical conditions, military and veteran status, and any other protected class as defined by federal and state law.

Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C. (Employment

Discrimination Complaint Procedures), which is incorporated by reference to this MOU and shall be excluded from the Grievance Procedure.

- 2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C (Employment Discrimination Complaint Procedures), during the term of this agreement, subject to the duty to meet and confer.
- 2.C. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither County nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Association activity.

SECTION 3. ASSOCIATION SECURITY

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by the Association, the County shall notify such person(s) that the Association is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Association for the sole purpose of joining the Association and effecting payroll dues deductions.

The County shall post within the employee work or rest area a notice which sets forth the classifications within each representation unit referred to in Section 1. (Recognition) hereof and the name and address of the Association.

- 3.B. MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1. (Recognition) hereof who are members of the Association on the date upon which this MOU is executed or who become members of the Association during the term of this MOU shall remain members during the term of this MOU except that such employees may withdraw during the month of July of any year pursuant to subsection 3.C. (Payroll Deductions and Payover).
- 3.C. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by the Association that an employee has signed an authorization for the deduction of Association membership dues and/or designated fees, the County will deduct the appropriate dues or fees and premiums for approved insurance programs as established and as may be changed from time to time by the Association, from the employee's pay in conformity with State and County regulations. The County shall promptly remit such dues and/or fees to the Association. Employee requests to cancel or change such deductions must be directed to the Association, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Association in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Association that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

No later than December 1st of each year, the County shall provide to the Association the County's official annual calendar showing paydays for the following year. The Association will provide the County with written notice of each employee deduction authorization and/or revocation on or before Monday of a non-payday week. The effective date of the deductions and/or revocations of any existing authorizations for employees shall be the payday Friday

following the Association's notification to the County of the deduction authorization or revocation.

- 3.D. HOLD HARMLESS.** The Association shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, approved Association insurance programs, and/or from complying with any Association requests for deductions or revocations made pursuant to this Section 3 (Union Security), provided that the County provides notice to the Association within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Association's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Association shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Association dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. ASSOCIATION BULLETIN BOARD; MEETINGS; ACCESS TO EMPLOYEES

- 4.A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Agency/Department Heads for use by the Association to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- 4.B. JOB CONTACTS.** Any authorized representative of the Association shall have the right to contact individual employees working within the representation units represented by their organization in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Agency/Department Head who shall grant permission for such contact if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Agency/Department Head shall have the right to make other arrangements for a contact location removed from the work area. Spontaneous arrivals during business hours at County facilities of Association representatives for the purpose of contacting individual employees without prior approval of the Agency/Department Head will not be allowed. If they do occur, meetings will not take place.

For purposes of this MOU, "authorized representative of the Association" is defined as a paid employee of the Association and not a County employee.

- 4.C. MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section

16. (Grievance Procedure) hereof. The Agency/Department Head may, upon 48 hours prior notice, allow meetings of a representative of the Association and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Association business.

SECTION 5. EMPLOYEE REPRESENTATIVES OF THE ASSOCIATION

- 5.A. RELEASE TIME FOR ASSOCIATION ACTIVITY.** Employee representatives of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of the Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this MOU for review of grievances and contract compliance questions.
- 5.B. PURPOSE.** The County recognizes the need and affirms the right of the Association to designate authorized representatives of the Association from among employees in the unit. It is agreed that the Association in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- 5.C. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE ASSOCIATION.** The County recognizes the right of the Association to represent employees in connection with grievances which arise under Section 16 (Grievance Procedure) of this MOU.
- 5.D. SELECTION OF REPRESENTATIVES.** The Association shall reserve the right to designate the method of selection of authorized representatives. The Association shall notify the Agency/Department Head in writing of the names of the Association representatives and the units they represent. If a change in Association representatives is made, the Agency/Department Head shall be advised in writing of the Association representative being replaced and the Association representative named to take his/her place. The number of Association representatives shall be mutually agreed upon and a list of Association representatives shall be submitted to the Agency/Department Head.
- 5.E. DUTIES AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVE.** The following functions are understood to constitute the complete duties and responsibilities of the Association representative.
1. The employee may be represented by an Association representative at such time as a grievance is reduced to writing and provided to the Agency/Department. The Association representative shall report any release time taken for the purpose of investigating a grievance to his/her supervisor as Association representative leave (payroll code UNI) for timekeeping purposes.
 2. Representatives/employees who participate in the meet and confer process and/or participate on a labor management committee, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

- 5.F. LIMITATION OF TIME OFF.** Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general Association business.

SECTION 6. HOURS OF WORK AND REST PERIODS

- 6.A. HOURS OF WORK.** Hours of work in the normal workday shall be 8 hours; the normal workweek shall consist of 40 hours for all employees covered by this MOU.
- 6.B. BIWEEKLY WORK SCHEDULE.** In those cases in which an employee agrees to a fixed flexible biweekly work schedule under which an employee, who would normally be subject to a 40 hour workweek, is scheduled to work 36 in one (1) week and 44 hours in the other week of a biweekly pay period, or, in the case of an employee whose classification is exempt from the Fair Labor Standards Act ("FLSA") overtime provisions who would normally be subject to a forty (40) hour workweek, is scheduled to work 36 hours in one week and 44 hours in the other week of a biweekly pay period, the employee, if otherwise eligible for overtime compensation, shall be entitled to such compensation only for the time worked in excess of the scheduled workweek of 36/44 hours. Employees who are subject to the foregoing flexible work schedule shall not be entitled to more than eight (8) hours off with pay on paid holidays and shall be required to make-up during the workweek in which the holiday falls the difference between eight (8) hours and the length of the workday which the employee would have been scheduled to work had the holiday been a normal workday on the flexible schedule. Said FLSA-covered overtime eligible employee shall not be entitled to overtime compensation for working said holiday make-up hours.
- 6.C. REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three (3) hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his/her right to said rest period and any right or compensation therefor. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.

SECTION 7. HOLIDAYS AND PAID LEAVE

7.A. HOLIDAYS DEFINED.

Paid holidays shall be:

Date Observed	Known As
January 1	New Year's Day
Third (3 rd) Monday in January	Dr. Martin Luther King, Jr. Birthday
February 12	Lincoln's Birthday
Third (3 rd) Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day

Date Observed	Known As
First (1 st) Monday in September	Labor Day
November 11	Veteran's Day
Fourth (4 th) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three (3) or more members of the Board of Supervisors.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this subsection 7.A. (Holidays Defined). In no event shall this provision reduce the number of holidays set forth in this Memorandum.

- 7.B. FLOATING HOLIDAY.** Effective January 1, 2003, each employee hired prior to July 1 of each year shall be entitled to four (4) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. The first four (4) full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holidays. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work as of January 1. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

Effective January 1, 2011, floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's full-time status. The adjustment to the floating holidays hour balance shall not exceed the full-time equivalent amount for four (4) days of floating holidays (32 hours for 80 hour per pay period employee and 30 hours for 75 hour per pay period employee) or the full-time equivalent amount in effect for the calendar year. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

- 7.C. VALUE OF A HOLIDAY FOR PURPOSES OF TIME OFF AND/OR CASH COMPENSATION.** The value of a holiday, for purposes of time off and/or cash compensation, which falls during a pay period is one tenth (1/10) of an employee's time spent in paid status during said scheduled pay period, excluding overtime. The maximum potential value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hours per pay period.
- 7.D. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 7.E. (Holidays to be Observed on Work Days), hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.

- 7.E. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4th; November 11, known as "Veterans Day"; or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

When December 25, January 1, or July 4th occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year's holiday on January 1 and July 4th on the actual day rather than the County designated day of observance of the holiday.

- 7.F. MANAGEMENT PAID LEAVE** The County recognizes that the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek by allowing employees paid leave of absence in each calendar year.

- 1. Exempt M-Designated Employees.** Each M-designated employee who is exempt from the overtime provisions of the Fair Labor Standards Act ("FLSA") in the Association shall receive seven (7) days of paid leave of absence in each calendar year in recognition of time worked in excess of the normal County workweek to be scheduled by the employee, subject to the approval of the Department Head and to be taken only within that calendar year in which it was granted.

An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 4.67 hours each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

- 2. Use of Leave.** Paid leave shall be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year in which it was granted. The Paid Leave allocation will appear in the leave balances on the first paycheck in the month of January of each year. Days that for any reason are not taken in the calendar year earned shall not thereafter be paid in any form.

SECTION 8. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND COUNTY ALLOWANCE

- 8.A. MEDICAL PLAN.** The County offers Health Maintenance Organization ("HMO") medical plan options, and effective February 1, 2022, a Preferred Provider Organization ("PPO") or Indemnity medical plan. Alternative plan options listed in subsection 8.A.3 (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

The County and covered employees share the cost of medical premiums as provided in subsection 8.A.1. (Payment of Premiums) below.

1. Payment of Premiums.

- a. **February 1, 2020:** For coverage effective February 1, 2020 through January 31, 2021, the County will pay eighty-seven and one-half percent (87.5%) of the total semi-monthly premium for coverage for an HMO plan at the full-time employee's applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The balance of the monthly medical premium will be paid by the employee through payroll deduction.
 - b. **February 1, 2022:** Effective February 1, 2022, the County will pay eighty-five percent (85%) of the total semi-monthly premium for coverage for an HMO plan or eighty-five percent (85%) of the total premium of the lowest cost HMO plan toward the total premium for a PPO/Indemnity Plan at the full-time employee's applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The balance of the monthly premium will be paid by the employee through payroll deduction.
- 2. Proration.** The County contribution (in subsection 8.A.1. (Payment of Premiums)) shall be prorated each pay period based upon a proration of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 13.P. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying 100% of the semi-monthly premium for the benefit.
- 3. Duplicative Coverage.** This subsection applies to married County employees or employees in domestic partnerships (as defined in Appendix B (Domestic Partners)) and employees in a parent-young adult dependent ("YAD") relationship where the YAD employee is under age 26, when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other within the same medical plan.

Married County employees or employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of Medical Plan coverages:

- Up to one (1) full family PPO/Indemnity membership.
- Up to one (1) full family HMO plan.
- Up to one (1) full family HMO membership with up to one (1) full family PPO/Indemnity plan.
- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee. If the parent employee

has the YAD employee on a family HMO plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

4. **Effect of Leave Without Pay and Re-Enrollment.** Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 13.P. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 8.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of medical plan coverage during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses his or her medical plan coverage for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

5. **Special Enrollment due to Change in Status.** To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the Employee Benefits Center ("EBC") within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
 6. **Open Enrollment.** Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
- 8.B. **DENTAL PLAN.** The County offers both a Dental Health Maintenance Organization ("DHMO") dental plan and a Preferred Provider Organization ("PPO") dental plan options. Alternative plan options listed in subsection 8.B.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.
1. **Payment of Premiums.** For coverage through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan

at the applicable level of enrollment (i.e., Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 13.O. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty (50%) percent of the normal full-time biweekly pay-period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

2. Annual Benefits Maximum for County-offered PPO Plan.

- a. **Plan Year 2018:** Effective Plan Year 2018, the maximum annual dental coverage limit shall be \$1,550.
- b. **Plan Year 2023:** Effective Plan Year 2023, the maximum annual dental coverage limit shall increase to \$1,650.

3. Duplicative Coverage. This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (“YAD”) relationship where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one (1) choice from the following list of dental plan coverages:

- Up to one (1) full family PPO/Indemnity dental plan together with up to one (1) PPO supplemental plan.
- Up to one (1) full family PPO/Indemnity plan together with up to one (1) full family DHMO dental plan.
- Up to one (1) full family DHMO dental plan.
- Up to one (1) full family PPO/Indemnity dental plan.

For County employees in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee if the parent employee has the YAD employee on a family plan.

4. Effect of Leave Without Pay and Re-Enrollment. Employees on leave without pay (including vacation purchase hours referenced in subsection 13.P. (Vacation Purchase Plan)) during a pay period that the semi-monthly premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for 100% of the semi-monthly dental premium. Employees may elect to continue uninterrupted dental coverage for the duration of their leave without pay by paying 100% of their current plan’s dental premiums or enroll in and pay 100% of the premiums of a lower level of dental plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage during Open Enrollment.

Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who loses their dental plan coverage for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

Those whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

5. **Special Enrollment Due to Change in Status.** To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the EBC within thirty (30) calendar days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner), involving a change in status as defined by Internal Revenue Code Section 125.
 6. **Open Enrollment.** Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.
- 8.C. **CHANGES IN MEDICAL AND DENTAL COVERAGE.** The foregoing County-offered medical and dental options shall be available to the extent that the applicable carrier continues to offer these benefits. The County shall give notice to ACMEA Probation Managers Unit 075 of such benefit changes. Within seven (7) days of receiving such notice, the Association may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation.
- The parties agree that the County may make changes during the term of this MOU to the Medical and Dental Plan which do not materially impact the health benefits upon notice to the Association. Within 7 days of receiving such notice the Association may request to meet with the County.
- The parties agree that the MOU shall be reopened on notice to the Association to discuss possible changes to the medical and dental plan design. Upon receipt of such notice the Association may request to meet with the County.
- 8.D. **VISION PLAN.** Effective February 1, 2011, members of ACMEA Probation Managers (075) shall be eligible to participate in the Alameda County's Voluntary Vision Plan. The premium cost shall be paid by the employee.
 - 8.E. **SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 8.A. (Medical Plan) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to Proration (subsection 8.E.2.).

1. **Tiers and Monthly Stipend.** The County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$200.00
Employees who decline Family coverage and elect Single coverage.	\$150.00
Employees who decline Family coverage and elect 2-Party coverage.	\$100.00
Employees who decline 2-Party coverage and elect Single coverage.	\$100.00

2. **Proration.** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 13.P. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that biweekly pay period.
3. **Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 13.P. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 8.E.2. (Proration).

- 8.F. **CAFETERIA BENEFIT PLAN.** Employees shall be eligible to participate in the County's Cafeteria Benefit Plan and shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service ("IRS") Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 8.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first 30 days of employment of becoming eligible, the County Allowance will be allocated towards eligible plans as follows, if elected:

- Medical
- Vision
- Supplemental Employee Group Life Insurance
- Group Accidental Death and Dismemberment Insurance

The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate remaining County Allowance funds and/or pre-tax salary contributions towards eligible Health Care, Dependent Care, and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 8.G.4. (Unallocated and/or Unused Funds).

8.G. COUNTY ALLOWANCE. To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 8.F. (Cafeteria Benefit Plan) above), the County provides eligible employees with a County Allowance each calendar year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 8.G.2).

1. Annual Allowance.

- a. The annual County Allowance amount shall be three thousand and one hundred dollars (\$3,100).
- b. **Plan Year 2022:** Effective Plan Year 2022, the annual County Allowance amount shall be three thousand and two-hundred dollars (\$3,200).

2. Proration. The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount based upon the number of pay periods the employee is scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 8.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

3. Limitation. Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to his or her County Allowance allocation or Flexible Spending Accounts during the year.

4. Unallocated and/or Unused Funds. Failure by the employee to allocate his or her County Allowance to the eligible benefits noted in subsection 8.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid out in the form of an after-tax earnings on a semi-monthly basis.

Any remaining unspent funds in any of the Flexible Spending Accounts (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds.

8.H. LIFE INSURANCE

1. Basic Life Insurance. Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, basic group life insurance coverage of \$25,000 will be provided to each employee who meets the County

enrollment requirements. Basic Life Insurance is subject to policy eligibility requirements, age limitations, coverage exclusions, conversion rights and all other provisions set forth in the Evidence of Coverage.

2. **Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.

SECTION 9. AFFIRMATIVE ACTION

Both the County and the Association hereby recognize and confirm their mutual commitment to the philosophies and policies set forth in the Affirmative Action Program of the County of Alameda.

SECTION 10. PREMIUM CONDITIONS

10.A. BILINGUAL PAY

1. **Positions Designated Bilingual.** Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$30.00 per biweekly pay period. A person occupying such a position and having proficiency in three (3) or more languages, shall receive \$35.00 per pay period provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.
2. **Bilingual Pay for Services Requested.** An employee who has taken and passed a bilingual proficiency test coordinated by the Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated \$30.00 in any pay period in which the employee is directed by the Agency/Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

- 10.B. **ADDITIONAL COMPENSATION FOR INSTITUTIONAL SUPERVISOR II.** Effective February 9, 2022, any employee occupying the classification of Institutional Supervisor II (Job Code 6225SM) when assigned to and working an additional shift that consists of eight (8) hours or more, and for which the additional shift is not part of the employee's normal 40-hour weekly work assignment, shall receive an additional five percent (5%) stipend of the equivalent of the employee's biweekly base pay and any adjustments provided for in Section 6-2. (Split Shift and Night Shift Work) of the Salary Ordinance as additional compensation for each shift worked in excess of 40 hours during that work week. Such additional compensation for assignments and/or activities shall be made and determined at the sole discretion of the Chief Probation Officer or designee.

- 10.C. COMPENSATION ACKNOWLEDGEMENT.** The parties acknowledge that employees in the classification of Institutional Supervisor II (Job Code 6225SM) and referenced in subsection 10.B. (Additional Compensation for Institutional Supervisor II) above are “overtime exempt” (i.e., exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (“FLSA”), and not entitled to overtime under any provision of California state law). Moreover, such additional compensation under subsection 10.B. (Additional Compensation for Institutional Supervisor II) above is provided to FLSA-exempt employees in accordance with 29 C.F.R. §541.604(a); and shall not be deemed to make any employee receiving such compensation “non-exempt” for any purpose.

SECTION 11. NOTICE OF LAYOFFS

The County shall give reasonable notice to the Association before effecting any layoffs which materially affect employees represented under this MOU. Upon receiving such notice, the Association may meet and confer regarding the effect of the layoff.

SECTION 12. LEAVES OF ABSENCE

- 12.A. LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine (9) months, except as hereinafter provided.
- 12.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- 12.C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Division 2, Part 1, Chapter 7 of the California Military and Veterans Code. The employee must present to the supervisor a copy of his/her military orders which specify the dates and duration of such leave.

If such employee shall have been continuously employed by the County for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave, which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240 working hours during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of 30 8-hour days but is designated in hours to account for alternative work schedules.
2. During the period specified above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.

4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.
 5. In determining employee eligibility for classifications requiring a minimum length of service, time spent on military leave shall be eligible for inclusion in the length of service calculation.
- 12.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Agency/Department Head may grant an employee a leave of absence without pay from his position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- 12.E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one (1) such leave of absence shall exceed a period of one (1) year.
- 12.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one (1) such leave of absence shall exceed a period of one (1) year.
- 12.G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.
- 12.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.
- 12.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.
- 12.J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any person who, because of illness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of

performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.

- 12.K. PREGNANCY AND CHILD BONDING LEAVE.** An employee is entitled to receive a pregnancy and child bonding leave for up to six (6) months. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 14. (Sick Leave) of this MOU during the period of pregnancy and child bonding leave. Sick leave must be applied when the employee is medically incapacitated. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The scheduling for child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced workweek schedule are subject to mutual agreement by the employee and Department Head as allowed by law.

Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the Family Medical Leave Act (FMLA), California Pregnancy Disability Leave (PDL) and California Family Rights Act (CFRA). Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA.

Reinstatement subsequent to pregnancy and child bonding leave shall be reinstated to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift and where there is specialization within a classification, to the same specialization. Questions as to whether or not the County has used its best effort herein shall not be subject to the grievance procedure.

- 12.L. CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to twelve (12) weeks, within one (1) year of the qualifying event. Child bonding leave runs concurrent with FMLA/CFRA. The scheduling for child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced workweek schedule are subject to mutual agreement by the employee and Department Head as allowed by law. An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to fathers, spouses, domestic partners, or adoptive parents unless they are otherwise eligible to use it as provided in Section 14. (Sick Leave). Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make his/her best effort to return such employee to the same geographical location, shift and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

- 12.M. EFFECT OF LEAVE WITHOUT PAY.** No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay.

SECTION 13. VACATION LEAVE

Employees in the service of the County shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. An employee who is regularly scheduled to work less than the normal work week for the job classification shall accrue vacation leave accordingly. Vacation accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification.

Effective December 25, 2022, the provisions of subsections 13.A.1. (For Persons Hired Prior to March 7, 2010), and 13.A.2. (For Persons Hired on or After March 17, 2010) shall no longer apply.

13.A. VACATION ACCRUAL.

1. **FOR PERSONS HIRED PRIOR TO MARCH 7, 2010.** Each employee in the service of the County hired prior to March 7, 2010, shall accrue vacation leave according to the following schedules.
 - a. **Two weeks accrual** –Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 - d. **Five weeks accrual** Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
2. **FOR PERSONS HIRED ON OR AFTER MARCH 7, 2010.** Each person in the service of the County whose employment began on or after March 7, 2010, shall accrue vacation leave as follows:
 - a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. **Three (3) weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of

continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.

- c. **Four (4) weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
- d. **Five (5) weeks accrual** - Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

13.B. ALL EMPLOYEES EFFECTIVE DECEMBER 25, 2022. Effective December 25, 2022, all employees covered by this MOU shall accrue vacation leave as follows:

- a. **Two weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment up to a maximum balance of four (4) weeks.
- b. **Three weeks accrual** – Employees shall accrue three (3) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment up to a maximum balance of six (6) weeks.
- c. **Four weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of eight (8) weeks.
- d. **Five weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

13.C. CASH PAYMENT IN LIEU OF VACATION LEAVE.

1. FOR PERSONS EMPLOYED PRIOR TO MARCH 7, 2010.

- a. Employees who accrue vacation leave pursuant to subsections 13.A.1. (For Persons Hired Prior to March 1, 2010), and who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix “A,” for unused vacation accrued to the date of their separation provided that such entitlement shall not exceed the employee’s applicable maximum vacation balance as set forth in subsection 13.D. (Limitation on Unused Vacation Leave Balances)
- b. Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level which to their maximum allowable balance. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the maximum.

- 13.D. LIMITATION ON UNUSED VACATION LEAVE BALANCES.** For persons hired prior to March 7, 2010, maximum unused vacation leave balances allowable prior to the pay period containing January 1 of each year beginning the year 2000, shall be no more than two (2) times the employees vacation accrual rate and shall be as follows:

Vacation Accrual Rate in Pay Period Prior to January 1	Maximum Balance in Pay Period Containing January 1
2 weeks	4 weeks
3 weeks	6 weeks
4 weeks	8 weeks
5 weeks	10 weeks

- 13.E. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.

- 13.F. MAXIMUM ALLOWABLE VACATION BALANCE FOR EMPLOYEES HIRED PRIOR TO MARCH 7, 2010.**

1. As of the pay period containing January 1, 2000 and every such pay period containing January 1 thereafter, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum vacation balance level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment.
2. Effective the pay period containing January 1, 2022, the vacation leave balance of any employee which exceeds the maximum accrual will be paid in cash.

Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances below their maximum balance.

- 13.G. MAXIMUM VACATION LEAVE.** Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, in accordance with subsection 13.J. (When Vacation May Be Taken), provided that they have accumulated sufficient unused vacation leave. Employees, with the permission of the Agency/Department Head may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

- 13.H. DEFINITION.** For the purpose of this Section 13. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

- 13.I. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave without pay, and time during which employees are laid off because their services are not needed, and time during which an employee is temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 13. (Vacation Leave), but the period of time such

employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section 13. (Vacation Leave), provided further, that for purposes of qualifying for 15, 20, or 25 working days' vacation leave, where an employee has been employed by the County without interruption for the past ten (10) years, all service of such employee shall be deemed to have been continuous.

- 13.J. WHEN VACATION MAY BE TAKEN.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

Vacations will be scheduled by mutual agreement between the Agency/Department Head and the employee. Employees shall be allowed to divide their vacation leave in any calendar year into two (2) segments. The Agency/Department Head, at their discretion, may grant an employee additional segments of vacation.

In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the most countywide seniority. Countywide seniority as provided in this subsection 13.J. (When Vacation May Be Taken) shall be invoked only once in a calendar year to one (1) of the two (2) allowed vacation segments. Subsequent vacation requests within the same calendar year shall be accepted throughout the year and approved on a case-by-case basis within the division(s) and approved by the Division Director(s) with conflicting requests granted based on seniority.

- 13.K. PERSONAL LEAVE.** Employees shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave.

The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the department. Such personal leave shall be in segments of one-half (1/2) day or more for non-exempt employees as defined by the FLSA.

- 13.L. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A which such employee would have been entitled to receive, including premium pay, while in active service during such vacation period.

- 13.M. VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner (Ref. Appendix B) per each event of maternity, paternity, and adoption.

- 13.N. CONTINUATION OF SECTION.** Section 13. (Vacation) shall remain in full force and effect notwithstanding the expiration of the other sections of this MOU on, December 20, 2025 as provided in Section 27. (Scope and Term of Agreement), and unless otherwise agreed to by the County, shall be incorporated into the successor MOU.

- 13.O. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter a bargaining unit covered by this MOU after January 1, 2000 shall have two (2) full calendar years to reduce their vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the "maximum allowable vacation balance"

is already applicable. After two (2) full calendar years, the vacation leave balance of any employee which exceeds the maximum balance allowable will be paid in cash. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the maximum amount.

1. **FOR EMPLOYEES HIRED ON OR AFTER MARCH 7, 2010 AND ALL EMPLOYEES EFFECTIVE DECEMBER 25, 2022:** This subsection applies to those hired as employees of the County of Alameda on or after March 7, 2010, who enter a bargaining unit covered by this MOU and come from a County representation unit where the vacation accrual limits are not subject to the provisions equivalent to those in subsection 13.A.2. (For Persons Hired On or After March 7, 2010) or 13.B. (All Employees Effective December 25, 2022) above. These employees shall be subject to the provisions outlined in subsection A.2. (For Persons Hired On or After March 7, 2010) above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of the two (2) times accrual rate, they shall have their vacation balance reduced and subject to the maximum balance as provided in subsection 13.A.2. (For Persons Hired On or After March 7, 2010) by the pay period containing January 1 of the year following their appointment into the bargaining unit. The vacation leave balance of any employee which exceeds the maximum balance allowable will be paid in cash to the maximum balance in Section 13.A.2. (For Persons Hired On or After March 7, 2010) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. The Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the maximum amount.

13.P. VACATION PURCHASE PLAN.

1. Effective for vacation purchased for 2011 and every year thereafter, full time employees accruing vacation at the two (2) week per year rate and subject to this MOU may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
 - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
 - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.

- c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
- d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
- e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
- f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
- g. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deduction and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
 - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
 - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 13.O.1.h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the first (1st) pay period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
- i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.

2. Effective Plan Year 2011, and for any purchased vacation balance used on or after December 12, 2010, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave, and vacation time for all biweekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. The County retains the right to eliminate vacation purchase upon appropriate notice to the Association, and after meeting and conferring if requested, during the term of this agreement.

13.Q. VACATION SELLBACK.

1. The parties agree the yearly maximum allowable vacation sellback shall be fifteen (15) days per fiscal year.
2. Effective Fiscal Year 2021/2022, each employee shall be allowed to sell back up to twenty (20) days per fiscal year of accrued vacation time. The yearly maximum allowable vacation sellback for ACMEA Probation Managers (075) shall return to fifteen (15) days in the last full fiscal year of the MOU.

SECTION 14. SICK LEAVE

- 14.A. SICK LEAVE DEFINED.** As used in this Section 14. (Sick Leave), "sick leave" means leave of absence of an employee for illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee or exposure to contagious disease.
- 14.B. EMPLOYEE DEFINED.** As used in this Section 14. (Sick Leave), "employee" means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this MOU.
- 14.C. INDUSTRIAL SICK LEAVE WAGE CONTINUATION.** If an employee covered by these provisions of this MOU is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.
 1. **California Labor Code Section 4850.** Starting with an injury dated January 1, 2000 or after, a job classification covered by this MOU as listed in Appendix A is incapacitated by illness or injury arising out of or in the course of employment, he/she shall be entitled to the benefits provided for him/her by the California Labor Code Section 4850 et seq. in lieu of sick leave.

If an employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers Compensation temporary disability benefits are paid. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, excluding sick leave, up to 100% of gross salary. Amount of leave necessary for this purpose is computed for each case by the County Auditor's Office.

For illness or injury occurring on or after June 27, 2010, and the employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers Compensation temporary disability benefits are paid. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, excluding sick leave, up to 75% of gross salary for two-hundred-seventy (270) calendar days. Amount of leave necessary is computed for each case by the County Auditor's Office. Effective October 8, 2017, if an employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers Compensation temporary disability benefits are paid. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, including sick leave, up to 75% of gross salary for two-hundred-seventy (270) calendar days. Amount of leaves necessary for this purpose is computed for each case by the County Auditor's Office.

2. **When Payments Shall be Denied.** Pursuant to the Workers' Compensation provisions of the California Labor Code, and notwithstanding the foregoing provisions of this Section, however, such payments shall not be made pursuant to this subsection to an employee:
 - a. who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;
 - b. whose injury or illness has become permanent and stationary or has reached maximum medical improvement;
 - c. whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" (QIW);
 - d. who is retired on permanent disability and/or disability retirement pension;
 - e. who unreasonably refuses to accept modified or other County employment for which he/she is qualified within his/her medical restrictions;
 - f. whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;
 - g. whose injury or illness has been aggravated or delayed in healing by reason of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee and/or;
 - h. whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness, and the employee has exhausted

the industrial sick leave wage continuation granted in connection with the initial injury or illness.

3. This benefit shall be administered in accordance with State Worker's Compensation Laws.
4. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leave or industrial sick leave wage continuation shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
5. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims.
 - a. Treatments are being authorized under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. Such leave shall be granted for up to 6 months from the date of injury. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. In no event shall leave under this subsection 14.C.5. and the employee's actual work time exceed the employee's normally scheduled workday.

14.D. CUMULATIVE SICK LEAVE PLAN.

1. Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (1/2) workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his/her accumulated unused sick leave with pay entitlement.
2. **Accumulation of Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work **less than the full time** 40-hour work week base shall accrue sick leave pursuant to subsection 14.D.1. above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 4- hour work week base.

14.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 14.D. (Cumulative Sick Leave Plan), restored to him/her for use as provided in this Section 14. (Sick Leave).

An employee, as defined in subsection 14.B. (Employee Defined), who separates from the County and is reinstated/rehired for any reason other than lay-off (see above), by the County

within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

14.F. DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE. The Agency/Department Head, in his sole discretion, may grant to an employee discretionary major medical supplemental paid sick leave. The Agency/Department Head's determination to deny major medical supplemental sick leave shall be final and non-grievable.

1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975 through September 2, 1979.
2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.
3. **Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:
 - a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 14.E. (Restoration of Cumulative Sick Leave Balances) hereof, including sick leave bonuses,
 - b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
 - c. the injury or illness was not incurred in the course of employment, and
 - d. the employee has not incurred a break in service subsequent to June 24, 1979.

14.G. MEDICAL REPORT. The Agency/Department Head as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Agency/Department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or a medical practitioner currently treating the employee's family member.

14.H. FAMILY SICK LEAVE. Effective July 1, 2015, employees, as defined in subsection 14.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed

with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child), a spouse, (husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.

- 14.I. DEATH IN IMMEDIATE FAMILY.** A regularly scheduled employee may be granted up to five (5) days of leave of absence with pay by the Agency/Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four (4) week period of the death. For purposes of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the appendices), child of domestic partner, son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, sister-in-law.

Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

- 14.J. SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 15. WAGES FOR REPRESENTATION UNIT 075

- 15.A. Effective December 22, 2002,** for those Safety employees who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association ("ACERA"), the County shall pay a portion of the employee's contribution to the Alameda County Employee Retirement Association in an amount equal to three percent (3%) of the employee's salary.

Employees who are Tier IV members of the Alameda County Employee Retirement Association (ACERA) are excluded from the provisions of this section.

- 15.B. Effective December 22, 2002,** for those current Safety employees who are 30-year members of the Alameda County Employee Retirement Association (ACERA), and do not make contributions to the Alameda County Employee Retirement Association (ACERA) because they are 30-year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401(a) plan pursuant to IRC 414(h)(2) established by the County.

Employees who are Tier IV members of the Alameda County Employee Retirement Association (ACERA) are excluded from the provisions of this section.

The County contribution set forth in subsections 15.A. and 15.B. above shall be for full time employees on full time paid status. If the employee is on paid status less than full time, the County

contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full time pay period for the job classification.

15.D. Wage Increases for Classifications Tied to Deputy Probation Officer II, Job Code 6110NM, Benchmark Classification:

Job Code	Title
6120PA	Special Services Supervisor
6121SM	Camp Supervisor, Probation
6122SM	Unit Supervisor, Probation
6123SM	Section Supervisor Probation Department
6124SM	Deputy Chief Probation Officer
6126PA	Division Director
6230SM	Assistant Superintendent, Probation
6235SM	Superintendent, Probation
6260SM	Assistant Camp Director
6270SM	Camp Superintendent

1. **Effective December 13, 2020**, salaries for the classifications noted in subsection 15.D. above shall be increased by 4.12% of the base salary rates that are in effect on the day before the rate increase takes effect.
2. **Effective November 14, 2021**, salaries for the classifications noted in subsection 15.D. above shall be increased by 4.12% of the base salary rates that are in effect on the day before the rate increase takes effect.
3. **Effective February 6, 2022**, salaries for classifications noted in subsection 15.D. above shall be increased by 3.33% of the base salary rates that are in effect on the day before the rate increase takes effect.
4. **Effective February 5, 2023**, classifications noted in subsection 15.D. above shall receive the same wage increase percentage granted on October 2, 2022 to the benchmark classification of Deputy Probation Officer II, Job Code 6110NM. If the wage increase percentage is greater than five percent (5%), the increase will be paid in two (2) equal increments effective February 5, 2023 and August 6, 2023.
5. **Effective February 4, 2024**, classifications noted in subsection 15.D. above shall receive the same wage increase percentage granted on October 1, 2023 to the benchmark classification of Deputy Probation Officer II, Job Code 6110NM. If the wage increase percentage is greater than five percent (5%), the increase will be paid in two (2) equal increments effective February 4, 2024 and August 4, 2024.
6. **Effective February 2, 2025**, classifications noted in subsection 15.D. above shall receive the same wage increase percentage granted on October 13, 2024 to the benchmark classification of Deputy Probation Officer II, Job Code 6110NM. If the wage increase percentage is greater than five percent (5%), the increase will be paid in two (2) equal increments effective February 2, 2025 and August 3, 2025.

15.E. Wage Increases for ISI / ISII Classifications:

Job Code	Title
6217SM	Institutional Supervisor I
6225SM	Institutional Supervisor II

1. **Effective February 21, 2021**, classifications noted in subsection 15.E. shall receive a three percent (3%) wage increase in Fiscal Year 2021/2022.
2. **Effective February 20, 2022**, classifications noted in subsection 15.E. shall receive a three percent (3%) wage increase in Fiscal Year 2022/2023.
3. **Effective March 5, 2023**, classifications noted in subsection 15.E. shall receive a three percent (3%) wage increase in Fiscal Year 2023/2024.
4. **Effective March 3, 2024**, classifications noted in subsection 15.E. shall receive a two percent (2%) wage increase in Fiscal Year 2024/2025.
5. **Effective March 2, 2025**, classifications noted in subsection 15.E. shall receive a two percent (2%) wage increase in Fiscal Year 2025/2026.

15.F. Special Adjustments. In addition to the general wage increase, classifications noted in subsection 15.E. (Wage Increases for IS1/ISII Classifications) shall receive a special salary adjustment as follows:

1. **Effective February 21, 2021**, classifications noted in subsection 15.E. shall receive a two percent (2%) special salary adjustment in Fiscal Year 2021/2022.
2. **Effective February 20, 2022**, classifications noted in subsection 15.E. shall receive a two percent (2%) special salary adjustment in Fiscal Year 2022/2023.
3. **Effective March 5, 2023**, classifications noted in subsection 15.E. shall receive a one percent (1%) special salary adjustment in Fiscal Year 2023/2024.
4. **Effective March 3, 2024**, classifications noted in subsection 15.E. shall receive a one percent (1%) special salary adjustment in Fiscal Year 2024/2025.
5. **Effective March 2, 2025**, classifications noted in subsection 15.E. shall receive a one percent (1%) special salary adjustment in Fiscal Year 2025/2026.

SECTION 16. GRIEVANCE PROCEDURE

16.A. DEFINITION. A grievance under this MOU is limited to only those instances where an employee or group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, written agency/departmental rules, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, and provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

16.B. EXCLUSION OF CIVIL SERVICE MATTERS. The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.

16.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES. The following is the procedure to be followed in the resolution of grievances.

1. **Step One:** An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of subsection 16.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with his/her immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.
3. **Step Three:** The Program Manager, Assistant Superintendent, or Superintendent, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. **Step Four:** The Division Director, Probation, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
5. **Step Five:** The Agency/Department Head shall have fifteen working days after holding the grievance hearing for a grievance filed by an individual and twenty working days after holding the grievance hearing of an Association grievance filed pursuant to this section in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Agency/Department Head, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or his/her representative.

16.D. ASSOCIATION GRIEVANCE. The Association may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by this MOU, provided that such right is not made subject to the discretion of the County. Such

Association grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.

- 16.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Association and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- 16.F. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator.
- 16.G. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have ten (10) working days in which to review and seek adjustment of the grievance.
- 16.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his/her representative. If the Director of Human Resource Services and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services and the employee or his/her representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 16.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. Additionally, the arbitrator shall not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- 16.J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half (1/2) by the County and one-half (1/2) by the grievant.
- 16.K. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- 16.L. LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days after the date upon which the County has allegedly failed to provide a

condition of employment. This 60-day filing requirement is tolled only in the following applications:

1. To up to 60 days after the County's alleged failure was reasonably discoverable.
2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to his/her detriment.

An arbitrator shall have no power or jurisdiction to award any monetary damages or other relief for any claim that is stale, or beyond a 60-day period, as set forth herein.

An Association Grievance shall be void unless presented within 60 calendar days from the date upon which the Association has knowledge of the alleged failure to provide an organizational right.

16.M. CLAIM FOR MONETARY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 16.L. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for monetary relief or damages for more than any 60-day period. The application of this period shall be as follows. The earlier of:

1. The 60-day period is limited to that which immediately precedes the filing of the grievance, or,
2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 16.L.1. and 16.L.2. above.

This provision does not establish any limit for liability accruing after a grievance is filed.

An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the 60-day period as set forth herein.

16.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.040.020 of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases, in which an employee elects to represent himself/herself or arrange for other representation, the Association shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

16.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 16.D. (Association Grievance) and 16.E. (Waiver of Appeal Steps) hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained

of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 17. MILEAGE

- 17.A. MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.
- 17.B. MINIMUM ALLOWANCE.** An employee who is required by the Agency/Department Head to use his/her private automobile at least eight (8) days in any month on County business shall not receive less than \$10 in that month for the use of that automobile.
- 17.C. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County up to the employee's own insurance deductible, but not to exceed \$500 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of California Vehicle Code or Penal Code in connection with the accident causing such damage. If the employee can prove that his/her actual cost for the losses due to an accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus \$500, the County shall reimburse the employee for the employee's actual losses due to the accident or theft.

Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 18. DISABILITY INSURANCE BENEFITS

- 18.A. PARTICIPATION.** The County shall continue to participate under the State Disability Insurance (SDI) Program.
- 18.B. DISABILITY INSURANCE BENEFITS.**
1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.

2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.** An employee otherwise eligible for disability insurance benefits shall have the choice of:
 - a. not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, or
 - b. applying for disability insurance benefits and the using of accrued paid sick leave, and, with the consent of the Agency/Department Head, vacation leave, compensating time off, floating holiday pay, and/or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by 80. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth [$1/10^{\text{th}}$] of an hour), represented by the amount paid as such supplement.
3. **Amount of Supplement.** The amount of the supplement provided in subsection 18.B.2.b. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium pay and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by 80.
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.
5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 8. (Medical and Dental Plans), employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating

time off and/or floating holiday balances, to re-enter the group plans upon returning to full-time work.

6. **Holidays in Conjunction with SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, the holiday shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 19. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if s/he has suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work his/her regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

19.A. ELIGIBILITY:

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 8-hours and are irrevocable. The maximum that may be donated in a calendar year is two (2) donor employee's days per recipient except that effective January 1, 1996 a husband and wife and domestic partners (as defined in Appendix B), both employed by the County, may donate unlimited amounts of time between one another. In addition, effective January 1, 1996, employees with vacation balance that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 20. LONG TERM DISABILITY INSURANCE POLICY

Disability insurance policies are available for the employee only. **Coverage can be purchased through the use of vacation sellback (up to 10 days)** or through payroll deductions. (See Section 7-4 of the Salary Ordinance.) These policies are subject to premium costs, requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 21. AGENCY/DEPARTMENT DEFINED

"Agency/Department Head," as used in this MOU, shall mean the Agency/Department Head designee thereof.

SECTION 22. EFFECT OF LEGALLY MANDATED CHANGES

In the event that on or after the effective date of this MOU, State, Federal or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this MOU so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment become effective, and the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment impacted in order to assure that the State, Federal or decisional mandate does not result in an overall increase or decrease of benefits to employees in the area so affected.

Notwithstanding any other provisions of this MOU, any issue as to whether State, Federal, or decisional law has, as set forth above, impinged upon benefits or other terms and conditions of employment set forth herein, shall be exclusively within the jurisdiction of a competent Court to decide and no arbitrator shall have any power or jurisdiction to make any findings of fact, conclusion of law or order in that regard.

SECTION 23. NO STRIKE - NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned work station, during the life of this MOU. The Association agrees to assist the County in enforcing the provisions of this Section.

SECTION 24. SAVINGS CLAUSE

If any provision of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 25. ENACTMENT

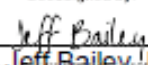
It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Alameda County Management Employees Association of Alameda County for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance, which shall incorporate this MOU by ordinance. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.


SECTION 26. SCOPE AND TERM OF AGREEMENT

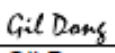
Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full force and effect to and including December 20, 2025 except for Section 13. (Vacation Leave) which shall continue in full force and effect as provided in subsection 13.N. (Continuation of Section).

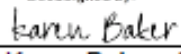
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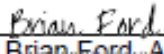
FOR THE COUNTY

DocuSigned by:
 12/7/2021
 Jeff Bailey, IEDA

DocuSigned by:
 12/7/2021
 Margarita Zamora
 Labor Relations Manager

DocuSigned by:
 12/12/2021
 Gil Dong, Labor Relations Analyst

DocuSigned by:
 12/7/2021
 Karen Baker, Assistant Chief

DocuSigned by:
 12/7/2021
 Brian Ford, Assistant Chief

FOR THE ACMEA, 075

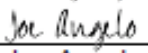
DocuSigned by:
 12/6/2021
 Shaun Du Fosse, Chief Negotiator

DocuSigned by:
 12/6/2021
 Christopher Carson, Institutional
 Supervisor I

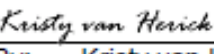
DocuSigned by:
 12/6/2021
 David Haitema, Unit Supervisor

DocuSigned by:
 12/7/2021
 Shareena Haniff, Unit Supervisor

DocuSigned by:
 12/7/2021
 Ryan McCreary, Division Director

DocuSigned by:
 12/7/2021
 Joe Angelo, Director
 Human Resource Services

Approved as to Form
 Donna Zeigler, County Counsel

DocuSigned by:
 12/10/2021
 By: Kristy van Herick
 Assistant County Counsel

APPENDIX A
ACMEA-REPRESENTED CLASSIFICATIONS

Listed herein are all those Alameda County job classifications represented by the Alameda County Management Employees Association in Representation Unit 075. The salaries shown are established by the Alameda County Board of Supervisors and are effective on the dates shown.

ITEM	MC TITLE	Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
6230	SM Assist Superintendent, Prob						
		12/30/2018	4118.40	4325.60	4542.40	4768.80	5008.00
		12/13/2020	4288.00	4504.00	4729.60	4965.60	5214.40
		11/14/2021	4464.80	4689.60	4924.80	5170.40	5429.60
		02/06/2022	4613.60	4845.60	5088.80	5342.40	5610.40
6260	SM Asst Camp Director						
		12/30/2018	4402.40	4605.60	4836.00	5058.40	5308.00
		12/13/2020	4584.00	4795.20	5035.20	5267.20	5526.40
		11/14/2021	4772.80	4992.80	5242.40	5484.00	5754.40
		02/06/2022	4932.00	5159.20	5416.80	5666.40	5946.40
6270	SM Camp Superintendent						
		12/30/2018	4804.00	5047.20	5304.00	5571.20	5835.20
		12/13/2020	5001.60	5255.20	5522.40	5800.80	6076.00
		11/14/2021	5208.00	5472.00	5749.60	6040.00	6326.40
		02/06/2022	5381.60	5654.40	5940.80	6240.80	6536.80
6121	SM Camp Supervisor, Probation						
		12/30/2018	3727.20	3901.60	4095.20	4288.00	4486.40
		12/13/2020	3880.80	4062.40	4264.00	4464.80	4671.20
		11/14/2021	4040.80	4229.60	4440.00	4648.80	4864.00
		02/06/2022	4175.20	4370.40	4588.00	4804.00	5025.60
6124	SM Deputy Chief Probation Officer						
		12/30/2018	5593.60				6798.40
		12/13/2020	5824.00				7078.40
		11/14/2021	6064.00				7370.40
		02/06/2022	6265.60				7616.00
6126	PA Division Director						
		12/30/2018	4499.20	4724.00	4967.20	5217.60	5470.40
		12/13/2020	4684.80	4918.40	5172.00	5432.80	5696.00
		11/14/2021	4877.60	5120.80	5384.80	5656.80	5930.40
		02/06/2022	5040.00	5291.20	5564.00	5844.80	6128.00
6217	SM Institutional Supervisor I						
		12/30/2018	2996.00	3154.40	3307.20	3476.00	3638.40
		12/29/2019	3061.60	3224.00	3380.00	3552.80	3718.40
		02/21/2021	3216.80	3387.20	3551.20	3732.00	3906.40
		02/20/2022	3380.00	3558.40	3730.40	3920.80	4104.00
		03/05/2023	3516.80	3701.60	3880.80	4078.40	4269.60
		03/03/2024	3623.20	3813.60	3997.60	4201.60	4398.40
		03/02/2025	3732.80	3928.80	4118.40	4328.80	4531.20

ITEM	MC TITLE	Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
6225	SM Institutional Supervisor II						
		12/30/2018	3464.80	3644.80	3819.20	4012.00	4202.40
		12/29/2019	3540.80	3724.80	3903.20	4100.00	4295.20
		02/21/2021	3720.00	3913.60	4100.80	4308.00	4512.80
		02/20/2022	3908.80	4112.00	4308.80	4526.40	4740.80
		03/05/2023	4066.40	4277.60	4482.40	4708.80	4932.00
		03/03/2024	4189.60	4407.20	4617.60	4851.20	5080.80
		03/02/2025	4316.00	4540.00	4756.80	4997.60	5234.40
6123	SM Section Supervisor Prob Dept						
		12/30/2018	4371.20	4586.40	4823.20	5064.00	5310.40
		12/13/2020	4551.20	4775.20	5021.60	5272.80	5528.80
		11/14/2021	4738.40	4972.00	5228.80	5490.40	5756.80
		02/06/2022	4896.00	5137.60	5403.20	5673.60	5948.80
6120	PA Special Services Supervisor						
		12/30/2018	3897.60	4084.00	4280.00	4489.60	4702.40
		12/13/2020	4058.40	4252.00	4456.00	4674.40	4896.00
		11/14/2021	4225.60	4427.20	4639.20	4867.20	5097.60
		02/06/2022	4366.40	4574.40	4793.60	5029.60	5267.20
6235	SM Superintendent, Probation						
		12/30/2018	5048.80	5300.00	5573.60	5855.20	6128.00
		12/13/2020	5256.80	5518.40	5803.20	6096.80	6380.80
		11/14/2021	5473.60	5745.60	6042.40	6348.00	6644.00
		02/06/2022	5656.00	5936.80	6244.00	6559.20	6865.60
6122	SM Unit Supervisor, Probation						
		12/30/2018	4072.00	4266.40	4467.20	4690.40	4907.20
		12/13/2020	4240.00	4442.40	4651.20	4884.00	5109.60
		11/14/2021	4414.40	4625.60	4843.20	5085.60	5320.00
		02/06/2022	4561.60	4780.00	5004.80	5255.20	5496.80

APPENDIX B

DOMESTIC PARTNER DEFINED

(Death in Immediate Family and Family Sick Leave,
Emergency Leave - Sickness in Immediate Family)

Domestic Partner Defined. A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign, and cause to be filed with the County notarized "County of Alameda Affidavit of Domestic Partnership" (or submit to the County a notarized "Declaration of Domestic Partnership" [State Form DP-1] filed with the California Secretary of State) attesting to the following:

- a. the two parties reside together and share the common necessities of life;
- b. the two parties are: not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a "County of Alameda Termination of Domestic Partnership" form. For those who filed a State "Declaration of Domestic Partnership," a copy of a notarized State of California "Notice of Termination of Domestic Partnership" [State Form DP-2] filed with the State of California must be provided to the County.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County or the State of California as described herein (and all other criteria have been met which establishes the domestic partnership.)

APPENDIX C
EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

Sections:

3.48.010	Purpose.
3.48.020	Scope.
3.48.030	Application to civil service matters and grievance procedures set forth in memorandums of understanding.
3.48.040	Objectives.
3.48.050	Definitions.
3.48.060	Filing of FEPC and EEOC complaints not prohibited.
3.48.070	Informal and formal procedures.
3.48.080	Costs of hearing.
3.48.090	Representation.
3.48.100	Freedom from reprisal.

3.48.010 Purpose.

The purpose of this procedure is to provide a uniform and effective system for resolving certain allegations and complaints of employment discrimination. (Prior admin. code 2-18.01)

3.48.020 Scope.

This procedure pertains to allegations made by aggrieved persons of discrimination in regard to recruitment, appointment, training, promotion, retention, discipline or other aspects of employment because of race, religion, color, sex, handicap, sexual orientation, age, national origin, political affiliation or any other factor which applicable state or federal law or regulation prohibits as the basis for discrimination in employment. Complaints which do not allege discrimination based upon one or more of the foregoing factors will not be handled under this procedure.

Where applicable, this procedure supersedes the grievance procedure set forth in Chapter 3.44 of this code. This procedure does not confer upon nontenured employees the right to a good cause hearing upon the imposition of disciplinary action. (Prior admin. code 2-18.02)

3.48.030 Application to civil service matters and grievance procedures set forth in memorandums of understanding.

This procedure shall not apply to complaints relating to matters within the jurisdiction of the civil service commission under the Charter until and unless the commission elects to make this procedure applicable to such complaints. In such event, the findings and decision of the hearing officer or arbitrator shall be made to the commission for final determination. This procedure shall apply to complaints of discrimination pursuant to grievance procedures set forth in memorandums of understanding only in the event that such memorandums specifically provide for its application to such complaints. In the event that the use of this procedure is not adopted by the commission or specified by the applicable memorandum of understanding, an aggrieved person who elects to pursue an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

3.48.040 Objectives.

The objectives of this procedure are: to provide an efficient means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements; to decrease significantly formal complaints which are expensive, time consuming and detrimental to good employee relations; and to sensitize managers and supervisors to the needs of individual employees or groups and to improve their capability of handling problems before they become complaints (Prior admin. code 2-18.04)

3.48.050 Definitions

“Affirmative action coordinator” means the agency/department affirmative action coordinator or other person in close reporting relationship to top management who is assigned the responsibility of managing the procedure for handling discrimination complaints.

“Complainant” means an aggrieved person who has filed a formal complaint.

“Discrimination in regard to age” means disparate treatment of persons who are at least forty (40) years of age but less than seventy (70) years of age, as prohibited by the U.S. Age Discrimination in Employment Act of 1967, or of persons who are at least forty (40) years of age, as prohibited by the California Fair Employment Practice Act.

“Discrimination in regard to handicap” means disparate treatment of persons having a physical or mental handicap not related to employment needs or the person’s ability to perform the duties of the job.

“Equal employment opportunity counselor” means an employee trained in equal employment opportunity procedures and counseling techniques to provide informal counseling on matters pertaining to discrimination.

Factors Which Applicable State or Federal Law or Regulation Prohibits as the Basis for Discrimination in Employment. These factors are those personal or social characteristics which are unrelated to either the needs of the position or to employment in general. Such factors as poor personal hygiene, unwillingness or inability to take direction, to work in harmony with supervision, peers, or the public, or to work without excessive absenteeism are examples of factors which normally are related to the needs of the position and to employment.

“Formal complaint” means written complaint which states clearly the basis for an allegation of discrimination and the relief requested. (Prior admin. code 2-18.05)

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

This procedure is not intended to and does not interfere with the rights of an aggrieved person to file a complaint with the Fair Employment Practice Commission, the Equal Employment Opportunity Commission, the courts, or, except as specifically provided herein, any other available source or redress. (Prior admin. code 2-18.07)

3.48.070 Informal and formal procedures.

- A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of

understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the Director of Human Resource Services.

2. Appeal from Decision of Department Head. The decision of the department head shall be final unless appealed by the complainant to the Director of Human Resource Services within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.

3. Review County Affirmative Action Officer. The Director of Human Resource Services shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.

4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the Director of Human Resource Services shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.

5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the Director of Human Resource Services shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the Director of Human Resource Services, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the Director of Human Resource Services shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the Director of Human Resource Services in refusing to schedule the

appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The Director of Human Resource Services shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

3.48.080 Costs of hearing.

The cost of the hearing officer or the arbitrator, as well as of any reporter required by the hearing officer or arbitrator, shall be paid by the county. In the event, however, that the aggrieved person is represented in his or her appeal by a recognized employee organization or is furnished counsel by said organization, the costs of the hearing officer or the arbitrator as well as of the reporter shall be shared equally by the county and the organization. (Prior admin. code 2-18.08)

3.48.090 Representation.

The aggrieved person/complainant has a right to be accompanied, represented and advised by a person of his or her own choosing at all stages of the process, but no recognized employee organization shall be obligated to furnish such representation or advice except upon such basis as the aggrieved person/complainant and the recognized employee organization shall mutually agree. (Prior admin. code 2-18.09)

3.48.100 Freedom from reprisal.

An aggrieved person/complainant, his or her representative, and witness shall be free from restraint, interference, coercion, discrimination or reprisal at all stages in presenting and processing a complaint, including the informal counseling state. (Prior admin. code 2-18.10)

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075

3% AT AGE 55 ACERA RETIREMENT
SEPTEMBER 29, 2010

The County of Alameda and the ACME Probation Department Managers Unit hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired by the Probation Department on or after February 6, 2011 ~~60 calendar days after adoption of this agreement, or the first date thereafter that the County may administratively implement these terms,~~ shall be modified as follows:

1. The 3% at age 50 standard safety retirement plan will not be available.
2. The employee shall be enrolled into the 2% at age 50 safety retirement plan (Govt. Code 31644) unless the employee chooses to select the alternative 3% at age 55 plan (Govt. Code 31644.2) as specified in #3 below.
3. The new employee may, at his or her option, select an alternative 3% at age 55 safety retirement plan providing that the following conditions are met:
 - a) The option to select or reject the 3% at 55 plan must be made by the employee at the point of membership into the Alameda County Retirement System and once made, is irrevocable.
 - b) The new employee agrees to pay an additional five percent (5%) above their normal contribution of pensionable wages as specified by the Alameda County Employees' Retirement Association.
 - c) Once the employee is fully vested in the Alameda county Retirement System at the conclusion of five years of full-time service, the additional pensionable wage cost as specified by the Alameda County Employees' Retirement Association in 3.b. above will be reduced to three percent (3%) above their normal contribution of pensionable wages and shall remain as such unless modified by mutual agreement of the County of Alameda and the ACMEA Probation Managers Unit or until the employee's retirement or Alameda County service is otherwise terminated.

The ACMEA Probation Managers Unit agrees to jointly support any State legislative and/or Alameda County Employee's Retirement Association changes necessary to accomplish the above modifications. Subsequent to such good faith efforts, should the County determine that required legislation is not forthcoming the ACMEA Probation Managers Unit agrees to meet and confer in good faith within 30 days from the date the County notifies the Union of such determination regarding an alternative retirement plan option.

For the County:

Diana Doughty
[Signature]
[Signature]
[Signature]

DATE:

9-30-2010

For the Union:

[Signature]
[Signature]
B. Hopson
[Signature]
[Signature]

DATE:

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075

ADDITIONAL COMPENSATION FOR EXEMPT CLASSIFICATION WORKING
AT THE
JUVENILE JUSTICE FACILITY
FEBRUARY 5, 2010

Effective July 13, 2008, an employee who is regularly appointed as an Institutional Supervisor II, Job Code 6225, and who is assigned to work an additional full 8-hour shift, performing the job duties of Job Code 6217 shall be compensated at step five at the time and a half rate (1.5) for job code 6217. This compensation shall only be provided when the Superintendent, Juvenile Hall and/or the Senior Institutional Supervisor have pre-approved the assignment of Job Code 6225 to work in the capacity of Job Code 6217.

Notification/Scheduling Process:

1. Each Institutional Supervisor II who is available to work additional shifts of Job Code 6217 shall notify the Superintendent, Juvenile Hall of his/her availability for each pay period no later than the Wednesday of payweek by indicating days available with contact information.
(i.e., I must notify my supervisor of my availability for IS1 shift by July 23 in order to be contacted for shift during pay period of July 27-August 8, 2008.)
2. The order of assignment contact is at the discretion of the Superintendent, Juvenile Hall and is non-grievable.
3. In order to receive additional compensation, the Superintendent, Juvenile Hall and/or the Senior Institutional Supervisor must approve each shift assigned to each Institutional Supervisor II on the timesheet.

For the County:

Diana Daughton

William Luciano

Chere Kha

Tomie

DATE: 2-5-2010

For the Union:

Mike El

Bonita Vinson

John T. D.

Bernie Hopson

DATE: 2-5-2010

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075

LABOR-MANAGEMENT COMMITTEE
2020

The Probation Department and the ACMEA Probation Managers hereby agree to the following:

The Probation Department Joint Labor Management Committee ("LMC") shall meet every other month. Additional meetings may be held by mutual consent. The Probation Department shall allow release time for up to four (4) Association representatives to participate in the LMC. Moreover, the LMC shall meet at mutually agreeable times and places. Topics will be limited to issues such as communications; budget updates; organizational changes or other issues of mutual concern.

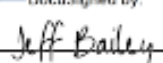
The LMC will not discuss mandatory subjects of bargaining or issues related to discipline, grievances, or individual performance problems.

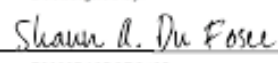
LMC suggestions, if any, shall be submitted to the Department Head for consideration.

TENTATIVE AGREEMENT

For the County:

For ACMEA:

DocuSigned by:

5F8F626044F840D
Date: 8/5/2021

DocuSigned by:

F2066BA38CEC425
Date: 8/5/2021

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075

ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM
JULY 1997

INTENT:

The Alameda County Board of Supervisors and the Alameda County Management Employees Association, Probation Department Managers, hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

1. A child's illness which precludes the use of the employee's regular child care arrangement
- Or
2. An unanticipated, temporary interruption of an employee's regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee's regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will begin on July 1, 1997, and will continue each fiscal year, unless either party (County or ACMEA) request to reopen the agreement on or before May 1st of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY), unless modified by agreement. Underutilization of any FY's budgeted amount will be returned to the County General Fund and not added the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.
2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

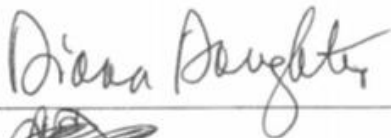
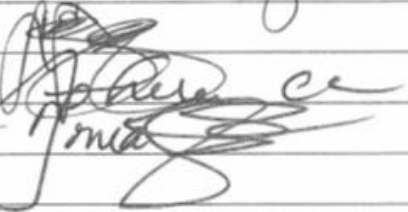
1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child, or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work or date alternative child care services were provided. The supervisor has no other responsibilities in regard to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:


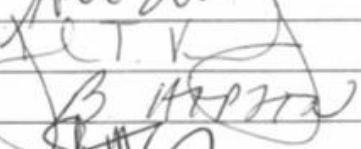
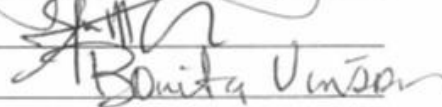
The County and ACMEA agree that the Alternative Child Care Assistance program shall continue on an annual basis as described in the intent section of this agreement, unless either party requests to reopen the agreement on or before May 1 of the precedent fiscal year.

Signed and entered into the 1st day of October, 2010.

For the County of Alameda:

For the Alameda County
Management Employees Association,
Probation Managers, Rep Unit 075

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075

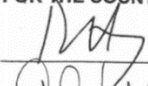
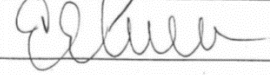
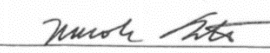

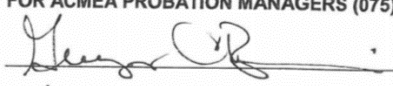
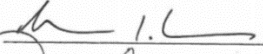
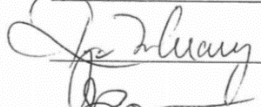


COMPENSATING TIME ACCUMULATING CEILING FOR INSTITUTIONAL SUPERVISOR I'S
FEBRUARY 27, 2017

The parties agree, effective two pay periods following adoption of the MOU by the Board of Supervisors, the following amendments will be made to the Administrative Code Section 3.28.120:

3.28.120 – Payment of overtime to nonexempt M-designated employees.

Persons employed in positions into which the designation "M" is affixed in the salary ordinance but who are not bona fide executive, administrative, or professional employees as defined by the provisions of the Fair Labor Standards Act, shall be compensated at the premium overtime rate in cash or compensating time off, in accordance with departmental rules, for all work performed in excess of forth (40) hours in a workweek. Any compensating time off shall be accrued and paid in accodance with section 7(o) of the Fair Labor Standards Act, except that the maximum accrual of untaken compensating time off shall not at any time exceed eighty (80) hours unless specifically approved in writing by the county administrator and the director of personnel and labor relations, but in no event to exceed two hundred forty (240) hours.

Effective two pay periods following adoption of the MOU by the Board of Supervisors, employees in job code 6217SM, represented by the ACMEA Probation Managers 075, shall be allowed a maximum accrual of untaken compensating time not to exceed one-hundred (100) hours unless specifically approved in writing by the county administrator and the director of personnel and labor relations, but in no event to exceed two hundred forth (240) hours.

<p>FOR THE COUNTY:</p> <p></p> <p></p> <p></p> <p></p> <p>DATE: 2/27/17</p>	<p>FOR ACMEA PROBATION MANAGERS (075):</p> <p></p> <p></p> <p></p> <p></p> <p></p> <p>DATE: 2/27/2017</p>
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SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075

SHIFT/SCHEDULE FOR ISI I (JC #6217) AND IS II (JC #6225)

SIDELETTER OF AGREEMENT
(Supersedes Sideletter of November 3, 2021)

The Probation Department ("Department") and the Association (collectively herein, "Parties") agree to work collaboratively to ensure that Institutional Supervisor I ("IS-I"), Job Code ("JC") #6217 and IS-II (JC #6225) provide adequate and appropriate levels of supervision and that such supervision allows for the overlap and sharing of information or briefing between outgoing and incoming IS I/II supervisors.

Given the shared interest, during the term of this MOU that covers the period December 27, 2020 through December 20, 2025, the Parties agree to the following:


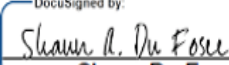
1. **Bid by Seniority:** Except for those slots noted in subsection 1.a. below, incumbents in the IS-I and IS-II classifications may bid, based on seniority, on all shift slots. Seniority for the purpose of this Sideletter of Agreement ("Sideletter") is defined as time in classification.
 - a. One (1) slot per shift at the Juvenile Justice Center ("JJC"); one (1) slot per shift at Camp Sweeney; and any shifts in the Staffing Office shall be reserved as a Management designated selection.
2. **Annual Bid:** Shift bids will occur in March of each year, with the new assignments effective May of each year. Moreover, the Department shall identify which shift slots are designated for shift selection prior to annual shift bidding.
3. **Schedules:** The Parties agree to the schedules in Attachment 1.
 - a. Incumbents in the classifications of IS-I and IS-II hired or promoted into the IS-I or IS-II classification prior to January 1, 2020 shall not be assigned shifts with midweek days off. However, they shall be allowed to bid into available shifts at their discretion.
4. **Extended Leave:** Any employee who is on a leave of absence that exceeds three (3) consecutive months shall be assigned, when the employee returns to work, a shift slot based on the needs of the department. The employees may re-bid the shift slot as outlined in Section 2. (Schedules) above during the annual shift bid.

5. Shift Balancing: Nothing herein shall limit the Department's ability to adjust an employee's assigned shift/schedule for up to 180 days to ensure minimum coverage to provide adequate and appropriate levels of supervision.

TENTATIVE AGREEMENT

For the County:

For ACMEA:

<small>DocuSigned by:</small> 	12/5/2021	<small>DocuSigned by:</small> 	12/5/2021
Margarita Zamora	Date	Shaun Du Fosse	Date

ATTACHMENT 1**ISI SCHEDULE**

8-Hour Schedule									
GR	11:00 PM to 7:00 AM								
AM	7:00 AM to 3:00 PM								
PM	3:00 PM to 11:00 PM								
	Shift	Option	Sun	Mon	Tue	Wed	Thur	Fri	Sat
Institutional Supervisor I	AM	1	OFF	OFF	AM	AM	AM	AM	AM
Institutional Supervisor I	AM	2	AM	OFF	OFF	AM	AM	AM	AM
Institutional Supervisor I	AM	3	AM	AM	OFF	OFF	AM	AM	AM
Institutional Supervisor I	AM	4	AM	AM	AM	OFF	OFF	AM	AM
Institutional Supervisor I	AM	5	AM	AM	AM	AM	OFF	OFF	AM
Institutional Supervisor I	AM	6	AM	AM	AM	AM	AM	OFF	OFF
Institutional Supervisor I	AM	7	AM	AM	AM	AM	AM	OFF	OFF
Institutional Supervisor I	SW	8	OFF	OFF	SW	SW	SW	SW	SW
Institutional Supervisor I	SW	9	OFF	OFF	SW	SW	SW	SW	SW
Institutional Supervisor I	SW	10	SW	SW	OFF	OFF	SW	SW	SW
Institutional Supervisor I	SW	11	SW	SW	OFF	OFF	SW	SW	SW
Institutional Supervisor I	SW	12	SW	SW	SW	OFF	OFF	SW	SW
Institutional Supervisor I	SW	13	SW	SW	SW	SW	OFF	OFF	SW
Institutional Supervisor I	SW	14	SW	SW	SW	SW	SW	OFF	OFF
Institutional Supervisor I	SW	15	SW	SW	SW	SW	SW	OFF	OFF
Institutional Supervisor I	GR	16	GR	GR	GR	GR	GR	OFF	OFF
Institutional Supervisor I	GR	17	OFF	OFF	GR	GR	GR	GR	GR
Institutional Supervisor I	CAMP	18	OFF	OFF	AM	AM	AM	AM	AM
Institutional Supervisor I	CAMP	19	PM	PM	PM	PM	PM	OFF	OFF
	Coverage	AM	6	5	5	5	5	5	5
	Coverage	PM	6	6	6	5	6	5	6
	Coverage	GR	1	1	2	2	2	1	1
	Coverage	CAMP	1	1	2	2	2	1	1

ATTACHMENT 2**ISII SCHEDULE**

9/8/80 Schedule										
GR	10:30 PM to 7:30 AM									
AM	6:30 AM to 3:30 PM									
PM	2:30 PM to 11:30 PM									
	Shift	Option	Sun	Mon	Tue	Wed	Thur	Fri	Sat	
Institutional Supervisor II	AM	1	OFF	OFF	off/AM	AM	AM	AM	AM	
Institutional Supervisor II	AM	2	AM	AM	AM	AM	AM/off	OFF	OFF	
Institutional Supervisor II	AM	3	AM	AM	OFF	OFF	AM/off	AM	AM	
Institutional Supervisor II	SW	4	OFF	OFF	SW/off	SW	SW	SW	SW	
Institutional Supervisor II	SW	5	SW	SW	SW	SW	off/SW	OFF	OFF	
Institutional Supervisor II	SW	6	SW	SW	OFF	OFF	off/SW	SW	SW	
Institutional Supervisor II	GR	7	GR	GR	GR	GR	off /GR	OFF	OFF	
Institutional Supervisor II	GR	8	OFF	OFF	GR/off	GR	GR	GR	GR	
Institutional Supervisor II	CAMP	9	OFF	AM	AM	AM	AM	AM	OFF	9AM - 5PM
Institutional Supervisor II	STAFFING	10	OFF	AM	AM	AM	AM	AM	OFF	7:30AM - 3:30PM
	Coverage	AM	2	2	1 or 2	2	2 or 3	2	2	
	Coverage	PM	2	2	2-Jan	2	2 or 3	2	2	
	Coverage	GR	1	1	1 or 2	2	1 or 2	1	1	
	Coverage	CAMP	1	1	1 or 2	2	1 or 2	1	1	
	Coverage	STAFFING	0	1	1	1	1	1	0	

2020 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Probation Department Managers), Unit 075



SIDELETTER

USE OF COUNTY VEHICLE

In the event an employee requires the use of a County vehicle to perform the functions of his or her job during the employee's assigned work schedule, the County agrees to make a vehicle available for the employee's use. Said vehicle shall be allocated and used in accordance with and as stipulated in the County's Administrative Code Section 3.32 (Use of County-Owned Vehicles).


TENTATIVE AGREEMENT

For the County:

DocuSigned by:

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DocuSigned by:

24C63D8E074A48D...

Date: 5/18/2021

For ACMEA:

DocuSigned by:

F2099BA3BCEC425...

Date: 5/14/2021

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
Probation Department Managers
(Representation Unit 075)**

**UNION ACCESS TO NEW EMPLOYEE ORIENTATION
AB 119**

The County of Alameda ("County") and the Alameda County Management Employees Association Probation Department Unit 075 ("Association") have met and conferred and reached agreement on this Sideletter of Agreement ("Agreement") to the Memorandum of Understanding ("MOU") regarding the implementation of the California Assembly Bill ("AB") 119, Government Code Sections 3555-3559 (union access to new employee orientation).

This Agreement runs parallel to and is an integral part of the existing MOU.

The County Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a county-wide New Employee Orientation ("NEO") for all new employees hired into the County. The NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:30 a.m. – 1:00 p.m.

In accordance with Government Code Sections 3555-3559, the parties agree to the following:

- 1) **Designated Representative:** The County shall recognize the designated Association business representative as the point of contact for NEO related matters. Association shall be responsible for updating the County, in writing, of any changes to the designated point of contact.
- 2) **EBC NEO Schedule:** The County shall provide the Association-designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. If there are any changes to the scheduled dates, the EBC will notify the Association-designated representative as soon as possible.
- 3) **NEO Notification and Employee Information:** The EBC will provide the Association with a list of new employees, who are represented by their respective bargaining unit and are scheduled to attend the upcoming NEO session. The EBC will also provide the Association with a list of employees who have promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case the EBC will provide the information as soon as possible prior to the NEO date.

In this notification, the EBC will provide, in a sortable electronic format, the name, job title, department, work location, work, home and personal cell phone number, home address, work and personal email address on file with the County. If the County does not have the

home or personal cell phone number or the personal email address on file, this information shall not be provided.

- A. Limitation: In accordance with the California Public Records Act Section 6254.3(a)(3), the parties agree that if a new employee takes affirmative action to complete the "Election Regarding Contact Information" form, the County shall not disclose to the Association the employee's home address and telephone number(s). The County acknowledges that employees may change this election by submitting a written request to the County to release his or her home address and telephone number(s) to the Association and such change will take effect at the next regular contact information update to the Association.
- 4) **Presentation Time**: The Association shall be permitted to meet separately with newly hired employees represented by their bargaining unit, and make a presentation of up to thirty (30) minutes from 8:15 a.m.–8:45 a.m. The EBC will provide a space for the Association representative to meet with the employees during this timeframe. Under no circumstances shall the Association presentation exceed thirty (30) minutes from the EBC designated start time. If for any reason Association will not be present for a scheduled NEO presentation, Association shall notify the County at least ten (10) working days prior to the session.
- 5) **Enrollment Forms**: As the custodian of records for the Association Membership, the Association will be responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. Any forms that are submitted directly to the County from an employee shall be forwarded to the applicable employee organization. The Association shall provide to the County a certified list of employees who have authorized a payroll deduction for dues to Association.
- 6) **Quarterly Bargaining Unit Member List**: On a quarterly basis, the County shall provide to the Association with a list, in sortable electronic format, of all existing bargaining unit members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The list shall include the following information to the extent it is in the County's possession: 1) Name; 2) Employee; Identification Number; 3) Classification; 4) Job Code; 5) Union Code Description; 6) Work Address; and 7) Work phone number. Moreover, except for employees who take affirmative action as noted in 3.A. (Limitation) above, the County shall also provide the employee's 9) Home Address and Telephone number, and 10) Personal Email Address.

Additionally, if the County does not have the home and personal cell phone number, or the personal email address on file, this information shall not be provided.

- 7) **Presentation Release Time**: The Association representatives, which are limited to the Business Representative, the ACMEA Board Members, and the Association Site Representatives shall conduct the presentations covered under this Agreement. Only one (1) Association member will be granted release time to present at each NEO. Release time requests must be received by the County HRS Employee/Labor Relations Division no later than at least three (3) working days before the scheduled NEO.

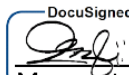
Upon request of release time by the Association through the County HRS Employee/Labor Relations Division, the County Probation Department shall coordinate with the appropriate supervisors of the Association Representative to allow release time.

If the Association decides to cease participation in the County's NEO, the designated business representative must notify the EBC at least thirty (30) calendar days prior to the date that the Association is requesting to cease participation. If the Association ceases participation, any section in this Agreement referencing the Association participation in the NEO shall no longer apply.

If the Association decides to reinstate their participation in the County's NEO under the provisions of this Agreement, the designated business representative must notify the EBC at least thirty (30) calendar days prior to requesting reinstatement.

The parties by and through their authorized agents and representatives agree to the terms of this Agreement subject to the adoption of this Agreement by the County of Alameda Board of Supervisors.

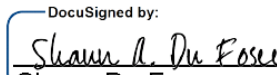
For County:

DocuSigned by:


Margareta Zamora
Labor Relations Manager

11/22/2021

**For ACMEA – Probation Department Managers
Unit 075:**

DocuSigned by:


Shaun D. Fosse
Labor Relations Consultant

11/22/2021

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MINUTE ORDER

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR

		<u>2021</u>	
FROM	TO	PAYDAY	PAYPERIOD
12/13/2020	12/26/2020	1/8/2021	21-01
		<i>CHRISTMAS 12/25/20</i>	
12/27/2020	1/9/2021	1/22/2021	21-02
		<i>NEW YEAR'S 01/01/21</i>	
1/10/2021	1/23/2021	2/5/2021	21-03
		<i>MARTIN L. KING'S BIRTHDAY OBSERVED 01/18/21</i>	
1/24/2021	2/6/2021	2/19/2021	21-04
2/7/2021	2/20/2021	3/5/2021	21-05
		<i>LINCOLN'S BIRTHDAY 02/12/21</i>	
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/15/21</i>	
2/21/2021	3/6/2021	3/19/2021	21-06
3/7/2021	3/20/2021	4/2/2021	21-07
3/21/2021	4/3/2021	4/16/2021	21-08
4/4/2021	4/17/2021	4/30/2021	21-09
4/18/2021	5/1/2021	5/14/2021	21-10
5/2/2021	5/15/2021	5/28/2021	21-11
5/16/2021	5/29/2021	6/11/2021	21-12
5/30/2021	6/12/2021	6/25/2021	21-13
		<i>MEMORIAL DAY OBSERVED 05/31/21</i>	
6/13/2021	6/26/2021	7/9/2021	21-14
6/27/2021	7/10/2021	7/23/2021	21-15
		<i>INDEPENDENCE DAY OBSERVED 07/05/21</i>	
7/11/2021	7/24/2021	8/6/2021	21-16
7/25/2021	8/7/2021	8/20/2021	21-17
8/8/2021	8/21/2021	9/3/2021	21-18
8/22/2021	9/4/2021	9/17/2021	21-19
9/5/2021	9/18/2021	10/1/2021	21-20
		<i>LABOR DAY OBSERVED 09/06/21</i>	
		<i>ADMISSION DAY 09/09/21 (*)</i>	
9/19/2021	10/2/2021	10/15/2021	21-21
10/3/2021	10/16/2021	10/29/2021	21-22
		<i>COLUMBUS DAY OBSERVED 10/11/21 (*)</i>	
10/17/2021	10/30/2021	11/12/2021	21-23
10/31/2021	11/13/2021	11/24/2021	21-24
		<i>VETERAN'S DAY 11/11/21</i>	
11/14/2021	11/27/2021	12/10/2021	21-25
		<i>THANKSGIVING OBSERVED 11/25/21 AND 11/26/21</i>	
11/28/2021	12/11/2021	12/23/2021	21-26

(*) Not applicable to all employees, please refer to the applicable MOU
 tguyen 021810 (updated 070115)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2022

FROM	TO	PAYDAY	PAYPERIOD
12/12/2021	12/25/2021	1/7/2022	22-01
		CHRISTMAS OBSERVED 12/24/21	
12/26/2021	1/8/2022	1/21/2022	22-02
		NEW YEAR'S OBSERVED 12/31/21	
1/9/2022	1/22/2022	2/4/2022	22-03
		MARTIN LUTHER KING'S BIRTHDAY OBSERVED	
		01/17/22	
1/23/2022	2/5/2022	2/18/2022	22-04
2/6/2022	2/19/2022	3/4/2022	22-05
		LINCOLN'S BIRTHDAY OBSERVED 02/11/22	
2/20/2022	3/5/2022	3/18/2022	22-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/21/22	
3/6/2022	3/19/2022	4/1/2022	22-07
3/20/2022	4/2/2022	4/15/2022	22-08
4/3/2022	4/16/2022	4/29/2022	22-09
4/17/2022	4/30/2022	5/13/2022	22-10
5/1/2022	5/14/2022	5/27/2022	22-11
5/15/2022	5/28/2022	6/10/2022	22-12
5/29/2022	6/11/2022	6/24/2022	22-13
		MEMORIAL DAY OBSERVED 05/30/22	
6/12/2022	6/25/2022	7/8/2022	22-14
6/26/2022	7/9/2022	7/22/2022	22-15
		INDEPENDENCE DAY 07/04/22	
7/10/2022	7/23/2022	8/5/2022	22-16
7/24/2022	8/6/2022	8/19/2022	22-17
8/7/2022	8/20/2022	9/2/2022	22-18
8/21/2022	9/3/2022	9/16/2022	22-19
9/4/2022	9/17/2022	9/30/2022	22-20
		LABOR DAY OBSERVED 09/05/22	
		ADMISSION DAY 09/09/22 (*)	
9/18/2022	10/1/2022	10/14/2022	22-21
10/2/2022	10/15/2022	10/28/2022	22-22
		COLUMBUS DAY OBSERVED 10/10/22 (*)	
10/16/2022	10/29/2022	11/10/2022	22-23
10/30/2022	11/12/2022	11/23/2022	22-24
		VETERAN'S DAY 11/11/22	
11/13/2022	11/26/2022	12/9/2022	22-25
		THANKSGIVING OBSERVED 11/24/22 AND	
		11/25/22	
11/27/2022	12/10/2022	12/23/2022	22-26

(*) Not Applicable to All Employees, please refer to the applicable MOUs
 tnghuyen 021810 (updated 070115)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2023

FROM	TO	PAYDAY	PAYPERIOD
12/11/2022	12/24/2022	1/6/2023	23-01
12/25/2022	1/7/2023	1/20/2023	23-02
		CHRISTMAS OBSERVED 12/26/22	
		NEW YEAR'S OBSERVED 01/02/23	
1/8/2023	1/21/2023	2/3/2023	23-03
		MARTIN Luther KING'S BIRTHDAY OBSERVED	
		01/16/23	
1/22/2023	2/4/2023	2/17/2023	23-04
2/5/2023	2/18/2023	3/3/2023	23-05
		LINCOLN'S BIRTHDAY OBSERVED 02/13/23	
2/19/2023	3/4/2023	3/17/2023	23-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/20/23	
3/5/2023	3/18/2023	3/31/2023	23-07
3/19/2023	4/1/2023	4/14/2023	23-08
4/2/2023	4/15/2023	4/28/2023	23-09
4/16/2023	4/29/2023	5/12/2023	23-10
4/30/2023	5/13/2023	5/26/2023	23-11
5/14/2023	5/27/2023	6/9/2023	23-12
5/28/2023	6/10/2023	6/23/2023	23-13
		MEMORIAL DAY OBSERVED 05/29/23	
6/11/2023	6/24/2023	7/7/2023	23-14
6/25/2023	7/8/2023	7/21/2023	23-15
		INDEPENDENCE DAY 07/04/23	
7/9/2023	7/22/2023	8/4/2023	23-16
7/23/2023	8/5/2023	8/18/2023	23-17
8/6/2023	8/19/2023	9/1/2023	23-18
8/20/2023	9/2/2023	9/15/2023	23-19
9/3/2023	9/16/2023	9/29/2023	23-20
		LABOR DAY OBSERVED 09/04/23	
		ADMISSION DAY OBSERVED 09/08/23 (*)	
9/17/2023	9/30/2023	10/13/2023	23-21
10/1/2023	10/14/2023	10/27/2023	23-22
		COLUMBUS DAY OBSERVED 10/09/23 (*)	
10/15/2023	10/28/2023	11/9/2023	23-23
10/29/2023	11/11/2023	11/22/2023	23-24
		VETERAN'S DAY OBSERVED 11/10/23	
11/12/2023	11/25/2023	12/8/2023	23-25
		THANKSGIVING OBSERVED 11/23/23 AND	
		11/24/23	
11/26/2023	12/9/2023	12/22/2023	23-26

(*) Not applicable to all employees, please refer to the applicable MOU
Tnguyen (07/03/15)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2024

FROM	TO	PAYDAY	PAYPERIOD
12/10/2023	12/23/2023	1/5/2024	24-01
12/24/2023	1/6/2024	1/19/2024	24-02
		CHRISTMAS 12/25/23	
		NEW YEAR'S 01/01/24	
1/7/2024	1/20/2024	2/2/2024	24-03
		MARTIN Luther KING'S BIRTHDAY OBSERVED	
		01/15/24	
1/21/2024	2/3/2024	2/16/2024	24-04
2/4/2024	2/17/2024	3/1/2024	24-05
		LINCOLN'S BIRTHDAY 02/12/24	
2/18/2024	3/2/2024	3/15/2024	24-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/19/24	
3/3/2024	3/16/2024	3/29/2024	24-07
3/17/2024	3/30/2024	4/12/2024	24-08
3/31/2024	4/13/2024	4/26/2024	24-09
4/14/2024	4/27/2024	5/10/2024	24-10
4/28/2024	5/11/2024	5/24/2024	24-11
5/12/2024	5/25/2024	6/7/2024	24-12
5/26/2024	6/8/2024	6/21/2024	24-13
		MEMORIAL DAY OBSERVED 05/27/24	
6/9/2024	6/22/2024	7/5/2024	24-14
6/23/2024	7/6/2024	7/19/2024	24-15
		INDEPENDENCE DAY 07/04/24	
7/7/2024	7/20/2024	8/2/2024	24-16
7/21/2024	8/3/2024	8/16/2024	24-17
8/4/2024	8/17/2024	8/30/2024	24-18
8/18/2024	8/31/2024	9/13/2024	24-19
9/1/2024	9/14/2024	9/27/2024	24-20
		LABOR DAY OBSERVED 09/02/24	
		ADMISSION DAY 09/09/24 (*)	
9/15/2024	9/28/2024	10/11/2024	24-21
9/29/2024	10/12/2024	10/25/2024	24-22
10/13/2024	10/26/2024	11/8/2024	24-23
		COLUMBUS DAY OBSERVED 10/14/24 (*)	
10/27/2024	11/9/2024	11/22/2024	24-24
11/10/2024	11/23/2024	12/6/2024	24-25
		VETERAN'S DAY 11/11/24	
11/24/2024	12/7/2024	12/20/2024	24-26
		THANKSGIVING OBSERVED 11/28/24 AND	
		11/29/24	

(*) Not applicable to all employees, please refer to the applicable MOUs
tnguyen 07/03/15

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2025

FROM	TO	PAYDAY	PAYPERIOD
12/8/2024	12/21/2024	1/3/2025	25-01
12/22/2024	1/4/2025	1/17/2025	25-02
		CHRISTMAS 12/25/24	
		NEW YEAR'S 01/01/25	
1/5/2025	1/18/2025	1/31/2025	25-03
1/19/2025	2/1/2025	2/14/2025	25-04
		MARTIN Luther KING'S BIRTHDAY OBSERVED	
		01/20/25	
2/2/2025	2/15/2025	2/28/2025	25-05
		LINCOLN'S BIRTHDAY 02/12/25	
2/16/2025	3/1/2025	3/14/2025	25-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/17/25	
3/2/2025	3/15/2025	3/28/2025	25-07
3/16/2025	3/29/2025	4/11/2025	25-08
3/30/2025	4/12/2025	4/25/2025	25-09
4/13/2025	4/26/2025	5/9/2025	25-10
4/27/2025	5/10/2025	5/23/2025	25-11
5/11/2025	5/24/2025	6/6/2025	25-12
5/25/2025	6/7/2025	6/20/2025	25-13
		MEMORIAL DAY OBSERVED 05/26/25	
6/8/2025	6/21/2025	7/3/2025	25-14
6/22/2025	7/5/2025	7/18/2025	25-15
		INDEPENDENCE DAY 07/04/25	
7/6/2025	7/19/2025	8/1/2025	25-16
7/20/2025	8/2/2025	8/15/2025	25-17
8/3/2025	8/16/2025	8/29/2025	25-18
8/17/2025	8/30/2025	9/12/2025	25-19
8/31/2025	9/13/2025	9/26/2025	25-20
		LABOR DAY OBSERVED 09/01/25	
		ADMISSION DAY 09/09/05 (*)	
9/14/2025	9/27/2025	10/10/2025	25-21
9/28/2025	10/11/2025	10/24/2025	25-22
10/12/2025	10/25/2025	11/7/2025	25-23
		COLUMBUS DAY OBSERVED 10/13/25 (*)	
10/26/2025	11/8/2025	11/21/2025	25-24
11/9/2025	11/22/2025	12/5/2025	25-25
		VETERAN'S DAY 11/11/25	
11/23/2025	12/6/2025	12/19/2025	25-26
		THANKSGIVING OBSERVED 11/27/25 AND	
		11/28/25	

(*) Not applicable to all employees, please refer to the applicable MOUs
 tnguyen 07/03/15