

SECOND READING - CONTINUED FROM 09/19/2023



AGENDA NO. _____ September 19, 2023

Lakeside Plaza Building
1401 Lakeside Drive, Suite 200
Oakland, CA 94612-4305
TDD: (510) 272-3703

Human Resource Services

September 19, 2023

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

SUBJECT: ADOPT: 1) INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 ENVIRONMENTAL COMPLIANCE SPECIALISTS AND ZONE 7 ENGINEERS FOR REPRESENTATION UNITS 16 AND 60 MEMORANDUM OF UNDERSTANDING; AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE SUBSECTION 1-1.1, AND DELETE SECTION 6-11

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the November 13, 2022 through November 22, 2025 Memorandum of Understanding ("MOU") between the International Federation of Professional and Technical Engineers ("IFPTE"), Local 21 Environmental Compliance Specialists and Zone 7 Engineers for Representation Units 16 and 60 ("Units 16 and 60") and the County of Alameda ("County"); and
- B. Adopt Salary Ordinance amendments to update:
 - i. Article 1, Section 1-1 (Pay Rate Schedules), Subsection 1-1.1, to reflect the negotiated wage increases of the Units 16 and 60 MOU for classifications in Representation Unit 16; and
 - ii. Article 6, to delete Section 6-11. (Certified Environmental Professionals) and incorporate provision in said Section into the MOU.

DISCUSSION/SUMMARY:

The Units 16 and 60 MOU expired and fully terminated as of November 12, 2022. To reach agreement on a successor MOU, representatives of the County and representatives of Units 16 and 60 (collectively herein, the "Parties") held 27 negotiation sessions beginning September 22, 2022. While the MOU expired and fully terminated on November 12, 2022, 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 is now complete, and the Parties reached agreement on a successor MOU.

As such, we recommend that your Board adopt an Ordinance approving the November 13, 2022 through November 22, 2025 MOU between the Parties. This new MOU includes the updated: 1) organization name of Units 16 and 60 as Environmental Compliance Specialists and Zone 7 Engineers; and 2) provisions as summarized in the attached Summary of Significant Negotiated Terms.

Furthermore, we recommend that 1) Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 of the Salary Ordinance be updated to reflect the negotiated wage increases for the classifications in Representation Unit 16; and 2) Article 6, Section 6-

11. (Certified Environmental Professionals) of the Salary Ordinance be deleted because the provision in said Section is incorporated in the successor MOU.

FINANCING:

Funds are available in the 2023-2024 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

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:

C47C86C107AA454...
Margarita Zamora, Acting Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Director, PWA
General Manager, Zone 7

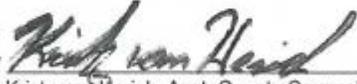
IFPTE, LOCAL 21 FOR UNITS 16 AND 60
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
November 13, 2022 through November 22, 2025

MOU Section/Item	Change Summary
All MOU	Cleanup. Gender neutral pronouns, add titles to subsections.
Preamble	Update term of MOU: November 13, 2022 - November 22, 2025.
Section 2. No Discrimination	Add military and veteran status, and update title of Employment Discrimination Complaint Procedures.
Section 4. Access to New Employees	Integrate Sideletter of Agreement ("SLA") into MOU.
Section 5. Steward	Increase meeting with new employees to thirty (30) minutes.
Section 8. Leaves of Absence	Rename and update 8.O. (Bereavement Leave) to comply with AB 1949.
Section 9. Holidays	Add Juneteenth holiday; affirm floating holidays do not carry over to subsequent new calendar year; clarify the value of a holiday; and clarify 9.G. (Exempt Work Conditions).
Section 10. Vacation Leave	Remove obsolete language related to accrual rate (no cap), limits to payout at termination, and reference to transition pay. <u>10.N. (Vacation Sellback):</u> Effective October 29, 2023, increase vacation sellback from 5- and 10-days, to 15-days for all employees.
Section 11. Sick Leave	Update 11.I. (Family Sick Leave) to comply with AB 1041, adding designated person as immediate family.
Section 12. Wages	<u>12.A. Wage Increase (Unit 16 only):</u> Effective 6/11/23: 6% Effective 2/4/24: 5% Effective 2/2/25: 4% <u>12.B. (One-time Payment) (Unit 16 only):</u> \$1,000 for employees in paid status as of June 20, 2023.
Section 13. Premium Conditions	<u>13.B. (Certification):</u> Incorporate additional 7% compensation for certification from subsection 6-11 of Salary Ordinance. <u>13.C. (Safety Shoes/Boots):</u> New reimbursement of \$300 per three (3) fiscal years for safety boots/shoes. <u>13.D. (Longevity Pay) (Unit 16 only):</u> Effective 12/24/23: 1% for employees completing 10 or more years of continuous service (20,800 total service hours); and additional 1% (totaling 2%) for employees completing 20 or more years of continuous service (41,600 total service hours).

MOU Section/Item	Change Summary
Section 14. Medical and Dental Plans	Rename Section as Health and Welfare <u>14.B. (Dental Plans)</u> : Effective Plan Year 2024, increase maximum dental coverage limit to \$1,900. <u>14.D. (Share the Savings)</u> : Include in MOU; effective Plan Year 2024, increase tiers to \$300/\$250/\$200/\$200. <u>14.F. (County Allowance)</u> : Include in MOU; effective Plan Year 2024, increase to \$1,400 <u>14.G. (Dependent Care Salary Contribution)</u> : Move from Section 25. <u>14.H. (Voluntary Vision Plan)</u> : Move from Section 26.
Section 15. Allowance for Use of Private Automobiles	Rename as Section 16; and allow reimbursement for actual cost.
Section 24. Basic Life Insurance	Move to/rename as Section 15. (Life and Disability Life Insurance Benefits): Effective Plan Year 2024, increase Basic Life to \$20,000; and allow employees to purchase of Supplemental Life.
Section 33. Scope and Term of Agreement	Update term of MOU.
SLA: Telework Policy in the Public Works Agency	Within thirty (30) days of MOU ratification, offer meet and confer to Union on Telework Policy in Public Works Agency.
SLA: Cafeteria Plan	Eliminate obsolete SLA; incorporated into Section 14. (Health and Welfare).
SLA: Zone 7 Labor Management Committee	Eliminate obsolete SLA; committee formed in November 2018 with meetings commencing in December 2018.
SLA: One-time Payment	Eliminate obsolete SLA; payment made.
SLA: Safety Shoes/Boots	Eliminate obsolete SLA; incorporated into Section 13. (Premium Conditions).
SLA: Access to Employees	Eliminate obsolete ; incorporated into Section 4. (Access to New Employees).

SECOND READING - CONTINUED FROM 09/19/2023

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

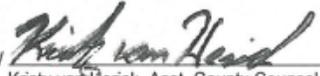
Ordinance No.

**AN ORDINANCE APPROVING THE
NOVEMBER 13, 2022 THROUGH NOVEMBER 22, 2025 MEMORANDUM OF UNDERSTANDING WITH
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL EMPLOYEES, LOCAL 21
ENVIRONMENTAL COMPLIANCE SPECIALISTS AND ZONE 7 ENGINEERS FOR
REPRESENTATION UNITS 16 AND 60**

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

SECTION I

The November 13, 2022 through November 22, 2025 Memorandum of Understanding, between the County negotiators and the International Federation of Professional and Technical Engineers, Local 21 Environmental Compliance Specialists and Zone 7 Engineers for Representation Units 16 and 60 applicable to employees in Representation Units 16 and 60, is hereby approved and incorporated herein by reference.

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2023 – 2024
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:

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
2067	NM	Junior Environmental Compliance Specialist						X
		02/06/2022		3166.40	3316.80	3486.40	3660.00	
		06/11/2023		3356.00	3516.00	3695.20	3880.00	
		02/04/2024		3524.00	3692.00	3880.00	4074.40	
		02/02/2025		3664.80	3840.00	4035.20	4237.60	
2068	NM	Assistant Environmental Compliance Specialist						X
		02/06/2022		3660.00	3838.40	4043.20	4240.00	
		06/11/2023		3880.00	4068.80	4285.60	4494.40	
		02/04/2024		4074.40	4272.00	4500.00	4719.20	
		02/02/2025		4237.60	4443.20	4680.00	4908.00	
2069	NM	Associate Environmental Compliance Specialist						X
		02/06/2022	4043.20	4240.00	4457.60	4664.00	4913.60	
		06/11/2023	4285.60	4494.40	4724.80	4944.00	5208.80	
		02/04/2024	4500.00	4719.20	4960.80	5191.20	5469.60	
		02/02/2025	4680.00	4908.00	5159.20	5399.20	5688.00	
2086	NM	Junior Transportation Planner						N
		02/06/2022	2677.60	2804.80	2948.00	3095.20	3249.60	
		06/11/2023	2838.40	2972.80	3124.80	3280.80	3444.80	
		02/04/2024	2980.00	3121.60	3280.80	3444.80	3616.80	
		02/02/2025	3099.20	3246.40	3412.00	3582.40	3761.60	
2087	NM	Assistant Transportation Planner						N
		02/06/2022	3188.00	3348.80	3515.20	3696.80	3876.80	
		06/11/2023	3379.20	3549.60	3726.40	3918.40	4109.60	
		02/04/2024	3548.00	3727.20	3912.80	4114.40	4315.20	
		02/02/2025	3689.60	3876.00	4069.60	4279.20	4488.00	
2088	NM	Associate Transportation Planner						N
		02/06/2022	3664.00	3848.80	4041.60	4243.20	4457.60	
		06/11/2023	3884.00	4080.00	4284.00	4497.60	4724.80	
		02/04/2024	4078.40	4284.00	4498.40	4722.40	4960.80	
		02/02/2025	4241.60	4455.20	4678.40	4911.20	5159.20	

SECTION II

Article 6, Section 6-11. of the County of Alameda Salary Ordinance is hereby amended by deleting subsection as follows:

~~6-11. Employees occupying a position under Items 2067, 2068 and 2069 (Engineer Scientists), and who receive and maintain certification as a Registered Environmental Professional from the State of California (at such time as it becomes available) shall be paid at the rate of 7 percent over their normal biweekly or hourly rate of pay as follows:~~

- ~~1. Effective the date of hire with submission of proof of certification, or~~
- ~~2. Effective the pay period immediately following written submission of proof of certification to the Agency Personnel Office.~~

SECTION III

This ordinance shall take effect immediately, and before the expiration of fifteen 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.

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO**

**ENVIRONMENTAL COMPLIANCE SPECIALISTS AND
ZONE 7 ENGINEERS**



AND THE

COUNTY OF ALAMEDA



November 13, 2022 – November 22, 2025

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**2022 – 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO
ENVIRONMENTAL COMPLIANCE AND ZONE 7
AND THE
COUNTY OF ALAMEDA**

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**2022 - 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 21, AFL-CIO
ENVIRONMENTAL COMPLIANCE AND ZONE 7
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 hereinafter designated as "County" and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO, hereinafter designated as "Union", as a recommendation to the Board of Supervisors of the County for the conditions of employment that are to be in effect during the period November 13, 2022 through November 22, 2025, for employees working in the representation units referred to in Section 1. (Recognition), below.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, permanent and probationary employees in Representation Units 16 and 60 in classifications more particularly enumerated in Appendix A (Bargaining Unit 16 Represented Classifications and Salary) and Appendix B (Bargaining Unit 60 Represented Classifications) of this MOU. On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly created Civil Service classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the Board of Supervisors shall decide the matter.

SECTION 2. NO DISCRIMINATION

- 2.A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way be favored or discriminated against because of their political or religious opinions or affiliations, or because of age, race, sex, gender identity, national origin, sexual orientation, religion, physical/mental disability, medical condition, military or veteran status, and/or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection 2.A. (Discrimination Prohibited) shall only be processed according to the Employment Discrimination Complaint Procedures contained in Appendix E (Employment Discrimination Complaint Procedures) and shall be excluded from Section 19. (Grievance Procedure).
- 2.B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or to not engage in Union activity.
- 2.C. RIGHT TO CHANGE EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES.** The County reserves the right to change the Employment Discrimination

Complaint Procedures referenced in Appendix E (Employment Discrimination Complaint Procedures) during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY

3.A. NOTICE OF RECOGNIZED UNION. When an employee is hired into a classification represented by the Union, the County shall notify such employee that the Union is the exclusive recognized bargaining agent for the employees in said representation unit. The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation unit and the name and address of the Union.

3.B. AUTOMATIC PAYROLL DEDUCTIONS AND REMITTANCE. Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the County will deduct the appropriate dues and/or fees, as established and as may be changed from time to time by the Union, from the employee's pay, and remit such dues and/or fees to the Union. Employee requests to cancel or change such deductions must be directed to the Union, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union 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 Union the County's official annual calendar showing paydays for the following year. The Union 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 Union's notification to the County of the deduction authorization or revocation.

3.C. HOLD HARMLESS. The Union 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, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3. (Union Security), provided that the County provides notice to the Union 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 Union'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 Union 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 Union dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. ACCESS TO EMPLOYEES; USE OF COUNTY FACILITIES; MEETINGS

4.A. ACCESS TO EMPLOYEES. Union staff representatives shall have the right to contact individual employees in County facilities during business hours on matters within the scope

of representation, provided arrangements are made on each such contact with the Agency/Department Head. The Agency/Department Head shall grant permission for such contact, if, in their judgment, it will not unduly disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records or of 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 arrangements for a contact location removed from the work area.

4.B. ACCESS TO NEW EMPLOYEES.

1. **Definitions.** For all purposes of this subsection 4.B. (Access to New Employees), the following definitions shall apply:
 - a. Employee. Any employee, whether permanent, temporary, full-time, part-time, or seasonal.
 - b. New Employee Orientation ("NEO"). The on-boarding process of a newly-hired employee, including an employee who has promoted, demoted, reinstated, or transferred into one of the bargaining units, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
2. **NEO.** The Alameda County Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first (1st) week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County's policy that NEOs are mandatory for all newly-hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.
 - a. Designated Representative. The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall update the County of any changes to the designated representative.
 - b. Notice of Schedule. The County shall provide the Union's 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 preceding year. If there are any changes to the scheduled dates, EBC will notify the Union's designated representative as soon as possible.
 - c. List of New Employees. The EBC shall provide, via email to the Union's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to attend the upcoming NEO session no later than the close of business on the Monday prior to the scheduled NEO. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining units effective that pay period. A shorter notice may be provided under mitigating circumstances, in which case the EBC will provide the information as soon as possible, and prior to the NEO date.

In the notifications, the EBC will provide the name; job title; business unit; work address; work, home and personal cell phone numbers; work and personal email addresses; and home address on file with the County. 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 in the notice.

3. **Union Orientation.** Within ten (10) calendar days of the Union’s receipt of the new employee list provided for in subsection 2.c. (List of New Employees) above, newly-hired employees shall be released during their regular work schedule and without loss of compensation to meet with one (1) Union-designated member and/or staff representative at their worksite for a thirty (30) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with subsection 5.D. (Duties and Responsibilities of Stewards). The orientation shall not occur during a rest or meal break. The orientation shall not exceed the allotted thirty (30) minutes. The Union shall be permitted to reserve a separate room designated by the Agency for the orientation, provided one is available.

4. **Provision of Information.** On a quarterly basis, the County shall provide to the Union, in sortable electronic format, information regarding all employees in the bargaining units on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, respectively. The information shall be provided to the Union by the last Friday of the month in March, June, September, and December of each year, respectively. The information shall include the following data to the extent it is in the County’s possession:
 1. Name
 2. Employee Identification Number
 3. Classification
 4. Job Code
 5. Department
 6. Union Code Description
 7. Work Address
 8. Work, Home, and Personal Cellular Telephone Numbers
 9. Work and Personal Email Addresses
 10. Home Address
 11. Date of Hire
 12. Salary Step
 13. Annual Salary

SECTION 5. STEWARDS

- 5.A. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate stewards. It is agreed that the Union in appointing such stewards does so for the purpose of promoting an effective relationship between the County administration and employees by helping to settle problems at the lowest level of supervision.

- 5.B. **ROLE OF STEWARD AND SUPERVISOR.** The steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of the work. As the supervisor is the key person

for management, the steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach.

There must be mutual respect on both sides in these relations. The steward understands that the steward function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, County or department policy or the MOU.

- 5.C. SELECTION OF STEWARDS.** The location and number of stewards shall be mutually agreed upon by the department and the Union. The Union shall designate the method of selection of stewards.

The Union shall notify the Agency/Department Head in writing of the names of the stewards and the area they represent. The Agency/Department Head will be notified in writing by the Union of any subsequent changes regarding stewards and who they are replacing.

5.D. DUTIES AND RESPONSIBILITIES OF STEWARDS.

1. After obtaining supervisory permission, stewards will be permitted to leave their normal work area during on-duty time, not to exceed four (4) hours per week, in order to assist in investigation of the facts and presentation of a grievance. The steward's workload may be adjusted to the extent the Agency/Department Head feels appropriate. To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance. The steward is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by the steward as part of the grievance process. The employee may be represented by a steward at such time as a grievance is reduced to writing.
2. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of services, permission cannot be granted immediately to the steward to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the steward was denied permission.
3. Stewards or other Union-designated members shall be permitted to meet with a new employee within ten (10) calendar days of the new employee's first day of employment. One (1) steward or Union-designated member shall be granted release time to meet with new employees entering into the bargaining units in accordance with subsection 4.B.3. (Union Orientation). In the event there is more than one (1) new employee on-boarded in the same pay period at the same worksite, only one (1) meeting shall occur with all new employees. A meeting scheduled with new employees shall not exceed thirty (30) minutes and shall be counted towards the total four (4) hours allowed per week under subsection 5.D.1., above.
4. To obtain permission to meet with a new employee under this subsection 5.D. (Duties and Responsibilities of Stewards), the steward, Union-designated member, or Union staff representative shall submit a request for release time to conduct the orientation at a

specific date and time to the Departmental Human Resources Representative at least two (2) working days in advance. The Agency/Department shall coordinate with the appropriate supervisors of the steward or Union-designated member, and the new employee(s) to schedule the meeting as requested subject to non-interference with business needs. The Union's requested time shall not be unreasonably denied. In the event the Union's staff representative also attends the meeting, the Union's staff representative shall notify the Departmental Human Resources Officer at least two (2) working days prior to the meeting so that the Department can designate a separate space where the meeting shall be held.

5. The steward or Union-designated member shall report time taken under subsections 5.D.1. and 5.D.3. to their supervisor as shop steward leave (payroll code UNI) for timekeeping purposes. Stewards and other 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.E. NUMBER AND CHANGES OF STEWARDS. It is agreed that the Union will maintain positions known as stewards within Representation Units 16 and 60. The stewards shall be selected from locations throughout the County by the Union. It is agreed that the County shall not attempt to transfer any steward for reasons associated with their duties as a steward. If a steward is assigned to another position by the County, the Union shall have the right to immediately replace the individual with another steward. Should the Union wish to change stewards during a grievance procedure, it may do so provided that only one (1) steward shall be allowed time off from work at any one (1) time to investigate or settle the grievance.

5.F. LIMITATIONS ON TIME OFF. Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

5.G. ACCESS TO RECORDS. Union staff representatives and stewards shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

SECTION 6. HOURS OF WORK; SCHEDULES AND SHIFTS; REST PERIODS

6.A. HOURS OF WORK DEFINED. Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the County's workplace, or in some other place where the employee is carrying out the duties of the County.

6.B. PAY PERIOD. The normal pay period shall be eighty (80) hours.

6.C. WORK SCHEDULES (UNIT 60). A Zone 7 employee may work flexible daily work schedules provided that employees work:

1. A total of forty (40) hours per workweek during the hours of 7:00 a.m. to 6:00 p.m.

2. Employees are present at their job assignment during the "core time" established by the General Manager, Zone 7 (9:30 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m.).

6.D. WORK SCHEDULES (UNIT 16). For employees of the Public Works Agency, flexible daily work schedules will not be unreasonably denied provided that:

1. Work hours are accumulated between the daily hours of 7:00 a.m. to 6:00 p.m.
2. Employees are present at their job assignment during the "core time" established by the Agency/Department Head (9:30 a.m. to 11:30 a.m. and 1:30 p.m. to 3:30 p.m.).
3. Employees submit their schedules in advance.

6.E. REST PERIODS. Lunch breaks will be one-half (0.5) hour minimum with two (2) hours maximum.

Two (2) paid breaks per day, not to exceed one-quarter (0.25) hour in duration each, will be taken at times established by the Agency/Department.

Time off during core times in excess of the work breaks must be approved by the immediate supervisor.

6.F. VOLUNTARY REDUCTION OF WORK HOURS. Upon mutual agreement of a full-time permanent employee and the Agency/Department Head or designee, any such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:

1. An employee and the Agency/Department Head or designee may agree that the employee shall work a part-time work schedule of ninety percent (90%), eighty percent (80%), seventy percent (70%), sixty percent (60%), or fifty percent (50%) in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in paragraph 4, below.
2. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed-to period, or if the employee transfers, promotes, demotes, terminates, or in any other way changes their status with the County, they shall be removed from the reduced work schedule.
3. With ten (10) calendar days advance notice, an Agency/Department Head or designee may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
4. Employees opting to reduce hours under this subsection 6.F. (Voluntary Reduction of Work Hours), shall be deemed full-time employees for all purposes of this MOU provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees during such periods.
5. Employees who reduce working hours under this subsection 6.F. (Voluntary Reduction of Work Hours) will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as leave without pay.

SECTION 7. OVERTIME

- 7.A. OVERTIME WORK DEFINED.** Overtime work is all work performed pursuant to subsection 6.A. (Hours of Work Defined) in excess of the workweek set forth in subsection 6.B. (Pay Period). Holidays that fall on an employee's regularly scheduled day off shall not count toward the accumulation of the workweek. Holidays worked, holidays that fall on an employee's regularly scheduled work day, and paid time off shall count toward the accumulation of the workweek. Effective November 18, 2018, paid vacation and sick leave shall not count towards the accumulation of the workweek.
- 7.B. OVERTIME WORK IN FLEXTIME SCHEDULE DEFINED.** Time worked will only be classified as overtime in a flexible schedule where:
1. It is authorized by the supervisor; and
 2. It involves the employee in arriving before or staying after the times at which the employee would normally start or finish work. For purposes of establishing normal starting and finishing time for overtime determination, the employee's work schedule developed in accordance with Section 6.C. for Zone 7 or Section 6.D. for the Public Works Agency will be used. A Public Works Agency employee will submit a schedule of their weekly attendance for their immediate supervisor's approval.
- 7.C. HOW OVERTIME IS AUTHORIZED.** Work for the County or Zone 7 by an employee at times other than those so scheduled shall be approved in advance by the Agency/Department Head, or in cases of unanticipated emergency, shall be approved by the Agency/Department Head after such emergency work is performed. No employee shall receive compensation for overtime in cash, in time off, or combination thereof unless such overtime work has been approved in writing by the Agency/Department Head as set forth herein.
- 7.D. OVERTIME COMPENSATION.** All employees shall receive overtime compensation in cash, in compensatory time off, or a combination thereof at the option of the employee.
- 7.E. RATE OF OVERTIME COMPENSATION.** All employees shall receive overtime compensation at a premium rate of one and one-half (1.5) times the regular straight time hourly rate. Compensation will be made pursuant to subsection 7.C. (How Overtime is Authorized), above. For the purpose of overtime, compensation shall include the certification rate. If overtime compensation is compensatory time off, compensatory time off will be accumulated at the rate of one and one-half (1.5) hours for each hour worked.
- 7.F. REGULAR STRAIGHT TIME HOURLY RATE DEFINED.** For purposes of this subsection, the regular straight time hourly rate shall be defined as the regular biweekly rate divided by eighty (80).
- 7.G. FRACTIONS OF LESS THAN ONE-TENTH (1/10th) HOUR.** No overtime payment shall be allowed, nor other compensation made for any period of less than one-tenth (1/10th) hour. Fractions of less than one-tenth (1/10th) hour of overtime worked may not be accumulated in order to total one-tenth (1/10th) hour or more.

7.H. WHEN OVERTIME SHALL BE PAID. Cash compensation for overtime worked shall be paid no later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

7.I. WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID. Compensatory time off may be accrued to a maximum of eighty (80) hours, and any employee who has accumulated eighty (80) hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensatory time off balance is reduced below eighty (80) hours. Notwithstanding the foregoing, an employee may exceed the eighty (80) hour maximum when an emergency or other unusual circumstances exist and the Agency/Department has obtained approval of the County Administrator's Office to grant compensatory time off in excess of eighty (80) hours, but in no event to exceed two hundred forty (240) hours.

Scheduling of compensatory time off shall be by mutual agreement of the employee and the Agency/Department Head provided that the Agency/Department Head may require that employees adjust their workweek in order to avoid overtime penalties.

An employee covered by the overtime provisions of the Fair Labor Standards Act (FLSA) who has accrued compensatory time off in accordance with this subsection shall upon separation from County service be paid for unused compensatory time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three (3) years of employment or the final regular rate received by such employee, whichever is higher. An employee shall be paid for any unused compensatory time off, up to a maximum of eighty (80) hours, upon resignation/reinstatement, transfer from a regular position to a SAN position, or transfer to another Agency/Department. An employee shall be paid for any unused compensatory time, up to a maximum of eighty (80) hours, prior to appointment from an FLSA non-exempt position to an FLSA exempt position.

SECTION 8. LEAVES OF ABSENCE

8.A. LEAVE MAY NOT EXCEED SIX (6) 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 six (6) months, except as hereinafter provided.

8.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT. A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the County, except as hereinafter provided.

8.C. MILITARY LEAVE. Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. Employees must present to their supervisor a copy of their military orders which specify the dates and duration of such leave.

If such employees shall have been continuously employed by the County for at least one (1) year prior to the date such absence begins, they 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 two hundred forty (240) working hours for forty (40) hour/week classifications or two hundred twenty-five (225) working hours for thirty-seven and one half (37.5) hour/week classifications, during ordered military leave, including necessary travel time. The two hundred forty (240) hour limit reflects the equivalent of thirty (30) eight (8) hour days but is designated in hours to account for alternative work schedules. The two hundred twenty-five (225) hour limit reflects the equivalent of thirty (30) seven and one half (7.5) hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in subsection 8.C.1. 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 employees would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday time, had they not been on military leave.
4. In no event shall employees be paid for time they 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.

8.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE. An Agency/Department Head may grant an employee a leave of absence without pay from the employee's position to permit such an 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.

8.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 such leave of absence shall exceed a period of one (1) year.

8.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 such leave of absence shall exceed a period of one (1) year.

8.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.

8.H. LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE. An employee having tenure in a classification in the classified civil service who is appointed to another classification in the classified service of the County may be granted a leave of absence without pay from the position to which the employee has tenure until the employee obtains tenure to such other position, or the employee's 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.

8.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 the employee has tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.

8.J. LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA. Leave of absence with pay shall be granted to a person while going to and from court and serving on jury duty or answering subpoena as a witness. Any jury or witness fee awarded to such person shall be deposited with the County Treasurer. Person assigned to an afternoon or evening shift shall be entitled to equal time off as leave with pay from their next regularly scheduled shift for all time spent while going to and from court, serving on jury duty, or answering subpoena as a witness.

Equivalent leave with pay shall be granted to any such employee who is scheduled to work a shift other than a day shift, said leave to be granted during the employee's next succeeding work shift. On any day of jury service or such subpoena during which an employee is excused entirely or in sufficient time to permit the employee to return to work for a minimum of one-half (1/2) of the employee's regular scheduled shift, the employee shall be required to do so and the pay provided for herein shall be reduced accordingly. When stand-by jury duty is available, the employee shall apply for such option.

8.K. DISABILITY LEAVE FOR OTHER EMPLOYMENT. Anything in this MOU to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing their 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.

8.L. PERSONAL DISABILITY LEAVE. After six (6) months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than ninety (90) calendar days within a twelve (12) month period upon presentation of acceptable proof of their personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time off, unless the employee is receiving accrued vacation, paid sick leave or compensatory time off as a supplement to disability insurance benefits under Section 15. (Life and Disability Insurance Benefits), below, in which event the employee shall be entitled to personal disability leave. The employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance

only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the County.

The County may require acceptable proof of the employee's ability to return to work provided that the County shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the County shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this subsection shall be returned to the same classification and the County 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.

8.M. PREGNANCY AND CHILD BONDING LEAVE. An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such employee may elect to take accrued vacation or compensatory time off or sick leave, when eligible, during the period of pregnancy and child bonding leave.

In the case where an employee 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 employee shall be entitled to sick leave, when eligible, with pay, pursuant to Section 11. (Sick Leave), below. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

Notwithstanding the above, the employee may be 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), and 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 of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make their 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 used its best effort herein, shall not be subject to the grievance procedure.

8.N. CHILD BONDING LEAVE. A prospective father, spouse, domestic partner or adoptive parent is entitled to child bonding leave of up to six (6) months within one (1) year of the qualifying event. Child bonding leave runs concurrent with FMLA/CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

An employee may elect to take accrued vacation or compensatory 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 unless the employee is otherwise eligible to use it as provided in Section 11. (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 their 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 or designee has made their best effort herein, shall not be subject to the grievance procedure.

- 8.O. BEREAVEMENT LEAVE.** A regularly scheduled employee shall be granted up to five (5) days' leave of absence with pay by the Agency/Department Head because of a death in the immediate family. Employees requesting such leave must complete and submit the Bereavement Leave Statement within thirty (30) days of the start of the bereavement leave. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. Bereavement leave may be taken in single day increments.

For purposes of this subsection 8.O. (Bereavement Leave), "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner as defined in Appendix D (Domestic Partner Defined), son, stepson, daughter, stepdaughter, child of domestic partner, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Entitlement to leave of absence under this subsection 8.O. (Bereavement Leave) 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 leave.

- 8.P. LEAVE FOR PARTICIPATION IN EXAMINATION PROCESS.** Upon forty (40) hours advance notice by the employee to their supervisor, an employee shall be granted paid leave while participating in a County examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site. Examinations for jurisdictions other than the County are exempted from this provision.

- 8.Q. LEAVE FOR PARTICIPATING IN SELECTION PROCESS.** Upon twenty-four (24) hours advance notice by the employee to their supervisor, an employee who has received a certification for a County employment interview shall be granted paid leave while participating in the interview scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. Interviews for jurisdictions other than the County are exempted from this provision.

- 8.R. LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Agency/Department Head, one (1) employee shall be granted a leave of absence without pay for a period of up to six (6) months to work for Local 21. At

the end of such leave the employee shall be returned to their same classification and Agency/Department.

SECTION 9. HOLIDAYS

9.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.'s Birthday
February 12	Lincoln's Birthday
Third (3 rd) Monday in February	Presidents' Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First (1 st) Monday in September	Labor Day
November 11	Veterans 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 the 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.

9.B. FLOATING HOLIDAYS. Four (4) floating holidays are to be scheduled by mutual agreement of the employee and the employee's Agency/Department and taken within the calendar year. Employees shall have the primary responsibility to schedule and take their floating holidays. Floating holidays will be allocated and used on a calendar year basis. Any Floating Holiday not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited. Each employee hired prior to July 1 of each year shall be entitled to the floating holidays. Employees hired after July 1 will not be entitled to the floating holidays for the calendar year in which they were hired.

Less than fulltime eligible employees shall be entitled to prorated floating holidays based on a proration of the hours the employee is regularly scheduled to work as of January 1.

Effective January 1, 2011, floating holidays for less than fulltime 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 holiday hour balance shall not exceed the full-time equivalent amount of four (4) days of floating holidays [thirty-two (32) hours for eighty (80) hour pay period employees and thirty (30) hours for seventy-five (75) hour per pay period employees] 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.

9.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS. Except as provided in subsection 9.D. (Holidays to be Observed on Workdays), no employee assigned to shift work shall receive a

greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek.

- 9.D. HOLIDAYS TO BE OBSERVED ON WORKDAYS.** In the event that January 1 (New Year's Day), February 12 (Lincoln's Birthday), June 19 (Juneteenth), July 4 (Independence Day), November 11 (Veterans Day), or December 25 (Christmas Day) falls on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection falls 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.

Notwithstanding the observance of holidays specified in subsection 9.E. (Holiday Compensation) and including the provisions of subsection 9.D. (Holidays to be Observed on Workdays), when December 25 and January 1 appear 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 and the New Year's Day holiday on January 1.

- 9.E. HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time for eight (8) hours. In the event any employee works longer than the normal work week as set forth in Section 6. (Hours of Work; Schedules and Shifts; Rest Periods), above, by virtue of having worked a holiday as set forth above, said employee shall be compensated as provided in subsection 7.D. (Overtime Compensation).
- 9.F. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, an employee must be on paid status the scheduled work day before and the scheduled work day after the holiday.
- 9.G. CONFORMITY WITH STATE HOLIDAYS.** In the event the Legislature amends Section 6700 of the Government Code to change the date of a holiday listed in subsection 9.A. (Holidays Defined) is observed, employees shall celebrate said holiday in conformity with the State. This subsection shall not be applied so as to increase or decrease the number of holidays set forth in subsection 9.A. (Holidays Defined).
- 9.H. EXEMPT WORK SITUATIONS.** Except when required as part of an employee's regular duties and/or approved in advance, time spent in study courses, seminars, and meetings of professional groups during a holiday listed in subsection 9.A. (Holidays Defined) is not considered work time. Employees assigned to or approved in advance to spend time in study courses, seminars, and meetings of professional groups during a holiday listed in subsection 9.A. (Holidays Defined) shall be compensated at set forth in subsection 9.E. (Holiday Compensation).
- 9.I. VALUE OF A HOLIDAY.** The value of a holiday that falls during a pay period is one-tenth (1/10th) of an employee's time spent in paid status during said pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hours per pay period.

SECTION 10. VACATION LEAVE

Employees 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.

10.A. VACATION ACCRUAL. Effective December 29, 2019, employees shall accrue vacation leave as follows:

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

10.B. CASH PAYMENT IN LIEU OF VACATION LEAVE. Employees who accrue vacation leave pursuant to subsection 10.A. (Vacation Accrual), and who leave the County service for any reason shall be paid at the biweekly or hourly rate for their classification as set forth in Appendix A (Bargaining Unit 16 Represented Classifications and Salary) for unused vacation accrued to the date of the employee’s separation.

10.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. Effective December 29, 2019, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum balance and shall not recommence until the employee’s vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed their maximum balance, Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

The maximum balance for each accrual rate shall be as follows:

Years of Service	Vacation Accrual Rate	Maximum Pay Period Balance
0 to 4 years	2 weeks	4 weeks

Years of Service	Vacation Accrual Rate	Maximum Pay Period Balance
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

- 10.D. DATE WHEN VACATION ACCRUAL STARTS.** Vacation accrual shall begin on the first date of employment.
- 10.E. MAXIMUM VACATION LEAVE.** Employees shall be allowed to take two (2) times their annual vacation accrual during any calendar year, provided they have accumulated sufficient vacation leave to do so. Employees, with the approval of their Agency/Department Head, may take vacation in excess of two (2) times their annual vacation accrual during any calendar year, if they have accumulated sufficient vacation leave to do so.
- 10.F. DEFINITION.** For the purpose of this Section 10. (Vacation Leave), “working day” shall mean any day upon which an employee would normally be required to work.
- 10.G. EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.
- 10.H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave without pay, and time during which an employee is 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 10. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this Section 10. (Vacation Leave), provided further that, for the purposes of qualifying for twenty-five (25) working days’ vacation leave, where employees have been employed by the County without interruption for the past ten (10) years, all service of such employees shall be deemed to have been continuous.
- 10.I. WHEN VACATION LEAVE MAY BE TAKEN.** Paid leave may be granted up to a maximum of eighty (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.
- 10.J. 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 (1) hour or more.
- 10.K. RATE OF VACATION PAY.** Compensation during vacation shall be at the biweekly or hourly rate for each classification as set forth in Appendix A (Bargaining Unit 16 Represented Classifications and Salary), in addition to premium pay which such employee would have been entitled to receive if in active service during such vacation period.
- 10.L. 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 (as defined in Appendix D (Domestic Partner Defined)) per each event of maternity, paternity, and adoption.

10.M. VACATION PURCHASE PLAN.

1. Employees purchasing vacation are 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 the 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 employee's 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 County seniority, hours in step, towards the completion of the probationary period, or for retirement service credit.
2. Only those full-time employees who have completed less than one hundred four (104) full-time biweekly pay periods (4 years) of continuous employment and accruing vacation at the two (2) week per year rate 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 forty (40) hour per week position and a thirty-seven and one half (37.5) hour per week position, the employee shall carry over their 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:
 - 1. The County shall cease deduction and no additional days will be allowed for purchase.
 - 2. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
 - 3. 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.
 - 4. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 10.M.h.3. 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 1st pay period of the following year.
 - 5. 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.
 - j. Except for Personal Leave granted under subsection 10.J. (Personal Leave), purchased vacation must be utilized before vacation balances accrued pursuant to subsection 10.A. (Vacation Accrual) are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to subsection 10.A. (Vacation Accrual), then purchased vacation may be utilized for Personal Leave granted under subsection 10.J. (Personal Leave).
 - k. For purposes of cash payment of vacation leave, vacation purchased pursuant to this subsection shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leaves set forth in subsections 10.B. (Cash Payment in Lieu of Vacation Leave) and 10.E. (Maximum Vacation Leave), above.
- 3. Employees accruing vacation at greater than the two (2) week per year rate are not eligible to purchase vacation.
 - 4. The County retains the right to eliminate vacation purchase upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.

10.N. VACATION SELLBACK.

1. Employees may receive equivalent cash payment for up to five (5) vacation days per fiscal year. Employees accruing at least twenty (20) days of vacation may receive equivalent cash payment for up to ten (10) days per fiscal year.
2. Effective October 29, 2023, employees may receive equivalent cash payment for up to fifteen (15) vacation days per fiscal year.
3. This benefit shall be prorated for part-time employees based on the proportion of the normal forty (40) hour workweek for which the employee is regularly scheduled to work. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) days additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary supplementary short-term or voluntary long-term disability insurance in accordance with subsection 15.B. (Voluntary Disability Insurance Policies).

10.O. EMPLOYEE ENTRY INTO THE BARGAINING UNITS COVERED BY THIS MOU.

Effective October 29, 2023, employees hired on or after December 29, 2019, and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in subsection 10.A. (Vacation Accrual) shall be subject to the provisions outlined in subsection 10.A. (Vacation Accrual). Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of two (2) times the accrual rate, the employee shall have their vacation balance reduced and subject to the maximum balance as provided in subsection 10.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into the bargaining unit to allow time for the employees to reduce their balance below their applicable maximum. Effective that pay period containing January 1, the vacation leave balance of any employee that exceeds the maximum balance will be paid in cash for the amount of vacation leave exceeding the applicable maximum balance listed in subsection 10.A. (Vacation Accrual). The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of the request is to reduce their accrued vacation leave balances to below their applicable maximum balance.

SECTION 11. SICK LEAVE

11.A. SICK LEAVE DEFINED. As used in this Section 11. (Sick Leave), "sick leave" means leave of absence of an employee because of any of the following: (i) illness or injury that renders the employee incapable of performing the employee's work or duties for the County; (ii) the employee's exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.

11.B. EMPLOYEE DEFINED. As used in this Section 11. (Sick Leave), "Employee" means any person holding a regular, provisional, or temporary appointment in the County service.

11.C. SELF-INFLICTED INJURY EXCLUDED. In no case shall absence due to purposefully self-inflicted incapacity or injury be deemed as a basis for granting either sick leave or sick leave with pay under the provisions of this Section 11. (Sick Leave).

11.D. CUMULATIVE SICK LEAVE PLAN. Each employee shall accumulate sick leave with pay at the rate of one-half (1/2) work day for each full bi-weekly pay period on paid status up to a maximum accumulation of one hundred fifty-five (155) days of unused sick leave with pay.

11.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a 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 11.D. (Cumulative Sick Leave Plan), restored to the employee for use as provided in this subsection 11.E. (Restoration of Cumulative Sick Leave Balances).

An employee as defined in subsection 11.B. (Employee Defined), who separates from the County and is reinstated/rehired, for any reason other than layoff (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 twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

11.F. CONVERSION OF SICK LEAVE TO VACATION. When an employee's sick leave balance accrued pursuant to subsection 11.D. (Cumulative Sick Leave Plan) hereof, reaches one hundred fifty-five (155) days, five (5) days shall be deducted from said sick leave balance and shall be converted to one (1) day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 10. (Vacation Leave) and shall thereafter be subject to the provisions of Section 10. (Vacation Leave).

11.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 the employee's family member.

11.H. SICK LEAVE CHARGED IN FLEXIBLE SCHEDULES. Employees who are ill are required to notify their immediate supervisor of their intended absence by 9:00 a.m. of each workday absent due to illness. Employee will be charged eight (8) hours of sick leave for each full day off sick. In partial day illnesses, the balance of eight (8) hours not worked will be charged. The number of hours appropriate to the individual circumstance for routine medical appointments will be charged.

11.I. FAMILY SICK LEAVE. Effective July 1, 2015, employees as defined in subsection 11.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 11.I. (Family Sick Leave) "immediate family" means a parent (biological, adoptive, foster-parent, step-parent, legal guardian of an employee or the employee's spouse or domestic partner as defined in Appendix D (Domestic Partner Defined), or a person who stood in loco parentis when the employee was a minor child), spouse, domestic partner as defined in Appendix D (Domestic Partner Defined), child (biological,

adopted, foster-child, stepchild, legal ward or child to whom the employee stands in loco parentis), grandparent, grandchild, or a sibling.

Effective January 1, 2023, "immediate family" shall include a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per twelve (12)-month period.

11.J. INDUSTRIAL SICK LEAVE BENEFIT. If an employee is incapacitated by sickness or injury received in the course of the employee's employment by the County, such employee shall be entitled to pay as provided herein.

1. **Employees Excluded.** The provisions of this subsection 11.J. (Industrial Sick Leave Benefit) do not apply to safety members who are subject to the provisions of California Labor Code Section 4850 and all incumbents of positions in classes designated services as needed or by the letter N.

2. **Amount and Duration of Payment.**

a. Full-Time Employees: Such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of the employee's normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than seventy-five percent (75%) of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensatory time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted industrial sick leave wage continuation at the rate of one hundred percent (100%) of the employee's normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled workdays for the first three (3) workdays of such incapacity.

b. Part-Time Employees: Subsection 11.J. (Industrial Sick Leave Benefit) above applies to part-time employees but shall be on a prorated basis.

3. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 11.J.2. (Amount and Duration of Payment) to an employee:

a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,

b. Whose injury or illness has become permanent and stationary,

- c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in their usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation.
 - d. Who is retired on permanent disability and/or disability retirement pension,
 - e. Who unreasonably refuses to accept other County employment for which the employee is not substantially disabled,
 - 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 reasons 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 employees, and
 - 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.
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 one hundred percent (100%) of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
5. **Leave for Medical Treatment.** Employees with an approved Worker's 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:
- a. Treatments are being authorized under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment fall within the employee's normal working hours;
 - c. Such leave shall be granted for up to six (6) months from the date of injury. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection 11.J. (Industrial Sick Leave Benefit) and the employee's actual work time exceed the employee's normally scheduled workday.
- 11.K. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employees' Retirement Association (ACERA) and who retire shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of sixty-five (65) days.

SECTION 12. WAGES

12.A. WAGES. Salaries for employees in the classifications set forth in Appendix A (Bargaining Unit 16 Represented Classifications and Salary) shall be as follows:

1. Effective June 11, 2023, salaries shall be increased by six percent (6.0%).
2. Effective February 4, 2024, salaries shall be increased by five percent (5.0%).
3. Effective February 2, 2025, salaries shall be increased by four percent (4.0%).

12.B. ONE-TIME PAYMENT. Employees on paid status as of June 20, 2023 shall receive a one-time lump sum gross payment of one thousand dollars (\$1,000). The payment shall be made as soon as administratively possible after adoption of this successor MOU by the BOS.

12.C. ZONE 7. Those job classifications unique to the Alameda County Flood Control and Water Conservation District, Zone 7 (listed in Appendix B) are excluded from the provisions of this Section 12. (Wages).

SECTION 13. PREMIUM CONDITIONS

13.A. NIGHT SHIFT. Employees who are required to work at least five-eighths (5/8th) of their normal shift after 4:30 p.m. and before 8:00 a.m. shall be paid at the rate of five percent (5%) over and above their normal biweekly or hourly rate of pay for the entire shift so worked.

13.B. CERTIFICATION.

1. **Registered Civil Engineers.** Employees occupying a position of Junior Environmental Compliance Specialist (Job Code 2067), Assistant Environmental Compliance Specialist (Job Code 2068), Associate Environmental Compliance Specialist (Job Code 2069), and Assistant Engineer/Geologist, Zone 7 (Job Code 4964), and who receive and maintain certification as a Registered Civil Engineer from the State of California shall be paid at the rate of seven percent (7%) over their normal biweekly or hourly rate of pay unless they are receiving the seven percent (7%) pursuant to 2., 3., or 4. of this subsection 13.B. (Certification).
2. **Registered Geologists.** Employees occupying a position of Junior Environmental Compliance Specialist (Job Code 2067), Assistant Environmental Compliance Specialist (Job Code 2068), Associate Environmental Compliance Specialist (Job Code 2069), and Assistant Engineer/Geologist, Zone 7 (Job Code 4964), and who receive and maintain certification as a Registered Geologist from the State of California shall be paid at the rate of seven percent (7%) over their normal biweekly or hourly rate of pay unless they are receiving the seven percent (7%) pursuant to 1., 3., or 4. of this subsection 13.B. (Certification).
3. **Certified Environmental Professionals.** Employees occupying a position of Junior Environmental Compliance Specialist (Job Code 2067), Assistant Environmental

Compliance Specialist (Job Code 2068), and Associate Environmental Compliance Specialist (Job Code 2069), and who receive and maintain a certification/registration as a Certified Environmental Professional (CEP) from The Academy of Board Certified Environmental Professionals (ABCEP), a Registered Environmental Manager (REM) from the National Registry of Environmental Professionals (NREP), a Qualified Stormwater Pollution Prevention Plan (SWPPP) Practitioner (QSP), a Qualified SWPPP Developer (QSD), or Qualified Industrial Stormwater Practitioner (QISP), shall receive a seven percent (7%) footnote over their normal biweekly or hourly rate of pay unless they are receiving the seven percent (7%) pursuant to 1., 2., or 4. of this subsection 13.B. (Certification). Employees not eligible for the seven percent (7%) footnote due to a lack of the above certification/registration shall receive the footnote effective the pay period immediately following written submission of proof of certification/registration to the Agency Personnel Office. New employees shall be eligible for the footnote upon proof of certification/registration from among those eligible certifications/registrations listed above.

4. **Registered Professional Forester.** Effective July 16, 2014, one (1) employee occupying a position of Assistant Environmental Compliance Specialist (Job Code 2068) or Associate Environmental Compliance Specialist (Job Code 2069), and who receives and maintains certification as a Registered Professional Forester from the State of California shall be paid at the rate of seven percent (7%) over their normal biweekly or hourly rate of pay unless they are receiving the seven percent (7%) pursuant to 1., 2., or 3. of this subsection 13.B. (Certification).

13.C. SAFETY SHOES/BOOTS.

1. Public Works Agency employees assigned duties by their supervisor requiring safety shoes/boots shall be reimbursed for the actual cost of one (1) pair of safety shoes/boots and inserts/orthotics, up to three hundred dollars (\$300) every three (3) fiscal years. Such shoes/boots shall be puncture-resistant, non-slip, and high-topped.
2. Safety Clothing/Equipment. The County shall provide employees Cal/OSHA required safety equipment prior to worksite entry when such employees work in areas requiring the wearing of such safety equipment. Examples of such equipment include but are not limited to safety clothing, vests, hard hats, eye protection, and ear plugs.

13.D. LONGEVITY PAY.

1. **10 Years of Service.** Effective the pay period containing January 1, 2024, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to or at least 20,800 total service hours), shall receive an additional one percent (1.0%) compensation applied to all hours in paid status.
2. **20 Years of Service.** Effective the pay period containing January 1, 2024, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours), shall receive an additional one percent (1.0%) compensation, for a total of two percent (2.0%) applied to all hours in paid status.
3. **Zone 7.** Those job classifications unique to the Alameda County Flood Control and Water Conservation District, Zone 7 (listed in Appendix B (Bargaining Unit 60

Represented Classifications)) are excluded from this subsection 13.D. (Longevity Pay).

SECTION 14. HEALTH AND WELFARE

14.A. MEDICAL PLANS. The County offers Health Maintenance Organization ("HMO") medical plan options and a Preferred Provider Organization ("PPO") or Indemnity medical plan. Alternative plan options listed in subsection 14.C.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 the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 14.A.1. (Payment of Premiums) below.

1. Payment of Premiums.

Plan Year 2022. Effective February 1, 2022, the County will pay eighty-five percent (85%) of the total semi-monthly premium of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan toward the total semi-monthly premium for a PPO or Indemnity plan at the corresponding level of coverage (i.e., Self, Self +1 Dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. Proration. The County contribution in subsection 14.A.1. (Payment of Premiums) shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.N. (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, 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 one hundred percent (100%) of the semi-monthly premium for the benefit.

14.B. DENTAL PLANS. The County offers both a Dental Health Maintenance Organization ("DHMO") plan and a dental Preferred Provider Organization ("PPO") plan option. Alternative plan options listed in subsection 14.C.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 corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay-period for their 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.

- a. The maximum annual dental coverage limit is one thousand seven hundred fifty dollars (\$1,750).
- b. Effective Plan Year 2024, the maximum annual dental coverage limit shall be one thousand nine hundred dollars (\$1,900).

14.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

1. **Subject to Availability.** The foregoing County-offered medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans 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. Within seven (7) days after receipt of such notice, the Union may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such request to meet and confer shall be in writing and sent to the County's Labor Relations Manager.

The parties agree that the County may make changes during the term of the MOU to the Medical and Dental Plans which do not materially impact the health benefits upon notice to the Union. Within seven (7) days of receiving such notice the Union may request to meet with the County.

The parties agree that the MOU shall be reopened on notice to the Union to discuss possible changes in the medical and dental plan design.

2. **Duplicate Coverage.** This subsection 14.C.2. (Duplicate Coverage) applies to married County employees or employees in domestic partnerships (as defined in Appendix D (Domestic Partner Defined)) and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection 14.C.2. (Duplicate Coverage) is to limit County employees from both covering each other within the same medical or dental plan.
 - a. Medical Plan Coverage. 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 or Indemnity plan.
 - Up to one (1) full family HMO plan.
 - Up to one (1) full family HMO membership with up to one (1) full family PPO or 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.

- b. Dental Plan Coverage. 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 or Indemnity dental plan together with up to one (1) PPO full family Supplemental dental plan.
 - Up to one (1) full family PPO or Indemnity dental 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.

3. **Effect of Leave Without Pay and Re-Enrollment.**

- a. Medical Plan. Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 10.N. (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 14.A.2. (Proration).
- b. Dental Plan. Employees on leave without pay (including vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental 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 one hundred percent (100%) of the semi-monthly dental premium.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current medical plan or dental plan premiums or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical or dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical or dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of that Plan Year and may only restore to their prior level of medical or dental 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 their medical or dental 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 and promulgated by the EBC.

Any employee 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 any new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

- 4. **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 or dental plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, divorce, adoption, loss of medical or dental coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
- 5. **Open Enrollment.** Eligible employees may choose from the medical or dental plans offered by the County and make benefits election changes during the County’s annual Open Enrollment period.

14.D. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 14.A. (Medical Plans) and who 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 as outlined in subsection 14.D.2. (Proration).

- 1. **Tiers and Monthly Stipend.** Effective Plan Year 2024, 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.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

- 2. **Proration.** The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.M. (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. **Effects of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 14.D.2. (Proration).

14.E. CAFETERIA BENEFIT PLAN. Employees are eligible to participate in the County’s Cafeteria Benefit Plan. The County’s Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue 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 Internal Revenue Service regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (outlined in subsection 14.F. (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 thirty (30) days of employment in the case of a new employee, or if an employee becomes eligible due to an employment status change (i.e., Temporary Assignment Pool employee transfers to or promotes into an eligible classification), the employee may allocate from the employee’s salary, on a pre-tax basis, an amount to the Health Care Flexible Spending Account (“FSA”). Except as governed by the County Allowance (subsection 14.F.), no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds and shall not be reimbursed to employees.

14.F. COUNTY ALLOWANCE. Employees eligible to participate in the County Allowance for benefits shall continue to receive the County Allowance subject to any amendments/changes that may occur from time to time at the sole discretion of the Board of Supervisors. County Allowance contributions are made on a semi-monthly basis and subject to proration as outlined in subsection 14.F.2. (Proration).

1. Annual Allowance.

The County Allowance amount is one thousand three hundred dollars (\$1,300) per calendar year.

Effective Plan Year 2024, the County allowance amount shall be one thousand four hundred dollars (\$1,400) per calendar year.

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 proportion of 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 (1) representation group to another, shall be entitled to a prorated amount stipulated in subsection 14.F.1. (Annual Allowance) based upon the number of pay periods the employee is regularly 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 14.F.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, employees may not make any changes to their County Allowance allocation or FSAs during the plan year.
4. **Unallocated and/or Unused Funds.** Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 14.E. (Cafeteria Benefit Plan), above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care FSA pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

Any remaining unspent funds in any of the FSAs (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds and shall not be reimbursed to employees.

- 14.G. DEPENDENT CARE SALARY CONTRIBUTION.** Subject to the applicable provisions of the Internal Revenue Code, employees are eligible to contribute from their salary on a pre-tax basis for approved dependent care. The maximum contribution amount is five thousand dollars (\$5,000) each calendar year. Only eligible employees may contribute for such expenses; there is no County contribution for dependent care.

Reimbursements are processed by the FSA administrator and subject to submission of proof of payment, and adequate accumulation of the salary contribution. Any sums remaining unspent at the end of the year are County funds and shall not be reimbursed to employees.

- 14.H. VOLUNTARY VISION PLAN.** Employees shall be eligible to participate in the County voluntary vision plan offering. The premium cost shall be paid by the employee.

SECTION 15. LIFE AND DISABILITY INSURANCE BENEFITS

15.A. LIFE INSURANCE.

1. **Basic Life Insurance.** The County shall provide group life insurance in the amount of \$15,000, with said coverage being reduced by thirty-five percent (35%) at the age of 65. The County shall continue to pay necessary premiums for two (2) pay periods after an employee goes on approved leave without pay. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County. Effective Plan Year 2024, the basic group life insurance coverage shall be increased to twenty thousand dollars (\$20,000).
2. **Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by 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. Employees who purchase their own supplemental life insurance may also purchase life insurance for their spouse/domestic partner and/or dependent children, subject to the EBC guidelines.

15.B. VOLUNTARY DISABILITY INSURANCE POLICIES. Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

15.C. STATE DISABILITY INSURANCE. The County shall continue to participate in the State Disability Insurance (SDI) Program. SDI premiums shall be shared equally by the employee and the County.

1. **Integration.** An employee who is eligible to receive SDI benefits shall automatically integrate accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensatory time off, and/or floating holiday pay, unless the employee provides written notice to the Agency/Department Head to limit the integration with SDI benefits to only sick leave.

The automatic integration of accrued sick leave and SDI benefits may not be waived by the employee or the County.

2. **Amount of Supplement.** The amount of the supplement provided in subsection 15.C.1. (Integration) above, for any hour of any normal workday, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including premium conditions specified in Section 13. (Premium Conditions) and applicable Salary Ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by seventy-five (75) or eighty (80).
3. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, vacation leave, compensatory 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 a proration of the hours charged against the employee's accrued sick leave, vacation leave, compensatory time off and/or floating holiday balances to the normal pay period.

4. **Medical and Dental Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, vacation leave, compensatory 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 such 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, vacation leave, compensatory time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 14. (Health and Welfare), above.

5. **Holiday Pay 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, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, vacation leave, compensatory time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 16. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- 16.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.
- 16.B. MINIMUM ALLOWANCE.** Employees who are required by their Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than ten dollars (\$10) in that month for the use of their automobile.
- 16.C. PREMIUM ALLOWANCE.** Employees who are required by their Agency/Department Head to use their private automobile at least ten (10) days in any month and, in connection with such use, are also regularly required to carry in their private automobile County records, manuals, and supplies necessary to their job of such bulk and weight (twenty (20) lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12.00) per month for any such month.
- 16.D. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that employees, required or authorized by their 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 the employee's own insurance company or from any other driver, or other source, such costs shall be paid to such employee, in a sum not exceeding five hundred dollars (\$500), provided that any claims the employee may have against their 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 the California Vehicle Code or Penal Code in connection with the accident causing such damage. If employees can prove that their 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 five hundred dollars (\$500), the County shall reimburse the employee for the 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 thirty (30) days of such loss, damage, or theft. Property damage or loss incurred to 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 subsection 15.D. (Reimbursement for Property Damage), but property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensated as provided above.

SECTION 17. TWO (2) WEEKS NOTICE UPON TERMINATION

In the event of the termination of an employee for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or designee shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date the employee would be entitled to such notice, it shall be mailed to the employee on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. The County agrees to furnish a copy of any such notice to the Union if the employee so requests in writing, but failure to receive such notice shall not invalidate such termination.

SECTION 18. REDUCTION IN FORCE

In the event that a reduction in force occurs causing a layoff of employees, such layoffs are governed by applicable provisions of the County Civil Service Commission Civil Service Law and Rules (Appendix C (Reduction in Force, Layoff, Re-Employment, Reinstatement)). Any changes in the Civil Service Law and Rules relating to layoff procedures are subject to the meet and confer process.

SECTION 19. GRIEVANCE PROCEDURE

19.A. DEFINITION. A grievance 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 which is specifically established by the annual Salary Ordinance, by written Agency/Departmental rules, by this MOU, or as adopted by ordinance, and that the provision 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 Agency/Department Head or the County; and, provided further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

19.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.

19.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES. The following is the procedure to be followed in the resolution of grievances for full-time employees. For less than full-time employees the procedure shall be the same as herein except that the time limits for filing written grievances, appeals and responses shall be ten (10) working days.

1. An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. 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 their own choice in this and all succeeding steps of this subsection 19.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their

immediate supervisor within seven (7) working days after the date of such informal discussion.

Within seven (7) working days after the receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. 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 to the section head.

3. The section head, or corresponding administrative level, shall have seven (7) working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their 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. The division head, or corresponding administrative level, shall have seven (7) working days after receipt of the written appeal in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their 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. The Agency/Department Head shall have twenty-five (25) working days after receipt of the written appeal in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step and the employee and their 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 their representative.

19.D. UNION GRIEVANCE. The Union may, in its own name, file a grievance alleging that the County has failed to provide it some organizational right which is established by the Board of Supervisors in Chapter 3.04 of the County of Alameda Administrative Code, by written Agency/Department rules, or by Sections 3. (Union Security), 4. (Access to Employees; Use of County Facilities; and Meetings), 5. (Stewards), and 25. (No Strike, No Lockout) of this MOU as adopted by Ordinance, provided that such right is not made subject to the discretion of the Agency/Department Head or the County. Such Union 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.

19.E. WAIVER OF APPEAL STEPS. If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union 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.

19.F. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at Step 5 of subsection 19.C. (Departmental Review and Adjustment of Grievances) herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to said subsection 19.C.

(Departmental Review and Adjustment of Grievances) request that the grievance be heard by an arbitrator.

- 19.G. INFORMAL REVIEW BY DIRECTOR.** Prior to selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or designee, 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 or designee shall have twenty-five (25) working days in which to review and seek adjustment of the grievance.
- 19.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or designee and the employee or their representative. If the Director of Human Resource Services or designee and the employee or their 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 or designee and the employee or their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 19.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 have no power to amend this MOU, a Resolution of the Board of Supervisors, the Alameda County Charter, Ordinance, State Law, or written Agency/Department rule, or to recommend such an amendment. The arbitrator shall also 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.
- 19.J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear their 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.
- 19.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.
- 19.L. LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide a condition of employment or a union organizational right. This sixty (60) day filing requirement is tolled only in the following applications:
1. To up to sixty (60) days after the County's alleged failure was reasonably discoverable, or,
 2. Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

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

19.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 19.L. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be the earlier of:

1. The sixty (60) day period is limited to that which immediately precedes the filing of the grievance, or,
2. The sixty (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 19.L.1. and 19.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 sixty (60) day period as set forth herein.

19.N. DESIGNATION OF APPEAL LEVELS. Each Agency/Department Head shall designate in writing the positions or levels in their Agency/Department to which the various appeals provided in subsection 19.C. (Departmental Review and Adjustment of Grievances) hereof shall be made.

19.O. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For the purposes of this subsection 19.O. (Exclusion of Non-recognized Organizations), the provisions of Section 1. (Recognition) 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 3.04.020 of the County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to subsection 19.C.2.

In those cases in which an employee elects to represent himself or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this MOU. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to subsection 19.D.4. for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection 19.F. (Binding Arbitration of Grievances) hereof, the Union may elect to be a full and equal part to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

19.P. 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 Agency/Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsections 19.K. (Effect of Failure of Timely Action) and 19.L. (Limitation on Stale Grievances) hereof, that the grievance is filed no later than thirty (30)

calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection 19.P. (Grievance Rights of Former Employees); 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 20. EDUCATIONAL STIPEND/MEMBERSHIP REIMBURSEMENT

20.A. TUITION REIMBURSEMENT. Upon the written approval of the Agency/Department Head, the County will reimburse an employee for the cost of tuition and related materials for job related educational expenses, job-related conference fees, or job-related seminar fees which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities. Such reimbursement shall be up to a maximum of \$650 per fiscal year. The employee must submit receipts and applicable reimbursement forms along with evidence of satisfactory completion of the course to their Agency/Department Head for approval.

The employee must obtain written approval prior to taking a course to determine whether the course is job-related and/or there are funds available in the Public Works Agency or Zone 7 budget for training.

20.B. PROFESSIONAL DUES. Dues for membership in professional organizations, approved by the Agency/Department Head, will be reimbursed to a maximum of \$200 per employee per fiscal year.

20.C. PAID LEAVE. Paid leave will be granted for a maximum of two (2) days per year to present a paper to a professional conference.

SECTION 21. VOLUNTARY LEAVE WITHOUT PAY PROGRAM

Notwithstanding any other provision of this MOU, effective December 11, 1990 an employee using the Voluntary Leave Without Pay Program shall incur no loss in the County contribution toward health and dental coverage for the first twelve (12) days of such approved leave without pay in a fiscal year.

Notwithstanding any other provision of this MOU, employees shall be entitled to holiday compensation, except in the case of a floating holiday, only if they are on paid status on their scheduled workdays before and after the holiday, except that an employee who requests and is granted leave under the Voluntary Leave Without Pay Program on the employee's scheduled workday before and/or after a holiday shall be eligible for holiday pay if on paid status on the employee's scheduled workdays before and after the approved day(s) of voluntary leave without pay. No employee who is assigned shift work shall receive a greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.

SECTION 22. EFFECT OF LEGALLY MANDATED CHANGES

In the event that 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 becomes effective, but the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the state, federal or decisional mandate does not result in an overall increase or loss of benefits to employees in the area so affected.

SECTION 23. AGENCY/DEPARTMENT HEAD

"Agency/Department Head", as used herein, shall mean the Agency Head, the Department Head, or the designee of the Agency Head or Department Head.

SECTION 24. 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 the employee has suffered a catastrophic illness or injury that prevents the employee from being able to work or from being able to work the employee's regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

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 the recipient employee 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 one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours for full-time employees, and in increments of four (4) hours for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. In addition, employees with vacation balances 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 donations 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 one hundred percent (100%) of the employee’s gross salary.

SECTION 25. NO STRIKE, NO LOCKOUT

25.A. NO STRIKE. The Union has agreed that during the term of this MOU, the Union, its members and representatives will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.

25.B. NO LOCKOUT. The County will not lockout employees during the term of this MOU.

SECTION 26. TEMPORARY ASSIGNMENT TO A HIGHER-LEVEL POSITION.

An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:

The full range of duties of the higher-level position has been specifically assigned in writing by the Agency/Department Head.

Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this Section 26. (Temporary Assignment to a Higher-Level Position), part-time employees can only meet the “full shift” criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.

Compensation for temporary assignment to a higher level position shall be as follows:

1. The service in such position exceeds ten (10) days in any twelve (12) month period and payment shall be retroactive to the first day of such services in a twelve (12) month period.
2. The rate of pay pursuant to this Section 26. (Temporary Assignment to a Higher-Level Position) shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than a Civil Service appointment to the position, the employee is not eligible for step increases which apply to the higher-level position but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.

Notwithstanding this restriction, however, the employee’s rate of pay shall not be reduced during a continuous period of out-of-class assignment in the event that the salary range of the higher-level position increases.

3. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
 - a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
 - b. Paid leave shall be granted at the higher-level during an employee’s assignment in the higher-level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee’s regular non-out-of-class rate.
4. Time worked in a higher-level assignment in excess of the workweek affixed to the employee’s Civil Service appointed position shall be compensated pursuant to the provisions of Section 7. (Overtime).

SECTION 27. 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 or 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 28. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the County Board of Supervisors by the Director of Human Resource Services and the Union for the Board’s consideration and approval. Upon approval, the Board shall adopt an ordinance that shall incorporate this MOU either in full or by reference. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

SECTION 29. SCOPE AND TERM OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding all of its provisions. 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 the 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 up to and including November 22, 2025.

SIGNATURE PAGE

FOR THE COUNTY:

FOR THE UNION:

DocuSigned by:
Stacey Cue 9/5/2023
065CEF621A42492...
Stacey Cue, Chief Negotiator, IEDA

DocuSigned by:
Jeff Duritz 9/5/2023
197FD071B2AA490...
Jeff Duritz, Representative/Organizer, IFPTE, Local 21

DocuSigned by:
Margarita Zamora 9/5/2023
24C63D8E074A48D...
Margarita Zamora, Labor Relations Manager

DocuSigned by:
Tom Rooze 9/5/2023
304407B2411841A...
Tom Rooze, Associate Civil Engineer, Zone 7

DocuSigned by:
Mary Woo 9/5/2023
DB927A8F4B3A459...
Mary Woo, Labor Relations Analyst

DocuSigned by:
Yoo, James 9/5/2023
12CA1AD2F01F4BC...
James Yoo, Associate Environmental Compliance Specialist, Public Works Agency

DocuSigned by:
Cheri Harraway 9/6/2023
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Cheri Harraway, Departmental Human Resources Officer, Public Works Agency

DocuSigned by:
Shelisa Jackson 9/6/2023
2FDE754EB7F843D...
Shelisa Jackson, Human Resources Manager, Zone 7

DocuSigned by:
Margarita Zamora 9/5/2023
24C63D8E074A48D...
Margarita Zamora, Acting Director Human Resource Services

Approved as to form
Donna R. Ziegler, County Counsel
By:

DocuSigned by:
Kristy van Herick 9/5/2023
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Kristy van Herick, Assistant County Counsel

APPENDIX A

Bargaining Unit 16 Represented Classifications and Salary

Listed herein are all those Alameda County job classifications represented by the International Federation of Professional and Technical Engineers, Local 21, in Bargaining Unit 16. These wages are established by the Alameda County Board of Supervisors and are effective on dates shown. All job classifications have a work week of 40 hours. See Section 7. (Overtime) for overtime compensation.

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
2067	NM	Junior Environmental Compliance Specialist						X
		02/06/2022		3166.40	3316.80	3486.40	3660.00	
		06/11/2023		3356.00	3516.00	3695.20	3880.00	
		02/04/2024		3524.00	3692.00	3880.00	4074.40	
		02/02/2025		3664.80	3840.00	4035.20	4237.60	
2068	NM	Assistant Environmental Compliance Specialist						X
		02/06/2022		3660.00	3838.40	4043.20	4240.00	
		06/11/2023		3880.00	4068.80	4285.60	4494.40	
		02/04/2024		4074.40	4272.00	4500.00	4719.20	
		02/02/2025		4237.60	4443.20	4680.00	4908.00	
2069	NM	Associate Environmental Compliance Specialist						X
		02/06/2022	4043.20	4240.00	4457.60	4664.00	4913.60	
		06/11/2023	4285.60	4494.40	4724.80	4944.00	5208.80	
		02/04/2024	4500.00	4719.20	4960.80	5191.20	5469.60	
		02/02/2025	4680.00	4908.00	5159.20	5399.20	5688.00	
2086	NM	Junior Transportation Planner						N
		02/06/2022	2677.60	2804.80	2948.00	3095.20	3249.60	
		06/11/2023	2838.40	2972.80	3124.80	3280.80	3444.80	
		02/04/2024	2980.00	3121.60	3280.80	3444.80	3616.80	
		02/02/2025	3099.20	3246.40	3412.00	3582.40	3761.60	
2087	NM	Assistant Transportation Planner						N
		02/06/2022	3188.00	3348.80	3515.20	3696.80	3876.80	
		06/11/2023	3379.20	3549.60	3726.40	3918.40	4109.60	
		02/04/2024	3548.00	3727.20	3912.80	4114.40	4315.20	
		02/02/2025	3689.60	3876.00	4069.60	4279.20	4488.00	
2088	NM	Associate Transportation Planner						N
		02/06/2022	3664.00	3848.80	4041.60	4243.20	4457.60	
		06/11/2023	3884.00	4080.00	4284.00	4497.60	4724.80	
		02/04/2024	4078.40	4284.00	4498.40	4722.40	4960.80	
		02/02/2025	4241.60	4455.20	4678.40	4911.20	5159.20	

APPENDIX B

**Bargaining Unit 60 Represented Classifications
Alameda County Flood Control and Water Conservation District, Zone 7**

The Alameda County Flood Control and Water Conservation District, Zone 7 classifications listed below are covered by this MOU except for Section 12. (Wages) which are set in a separate MOU between the Board of Directors of Zone 7 and the International Federation of Professional and Technical Engineers, Local 21.

The classifications listed below are also excluded from subsection 13.C. (Longevity Pay) of this MOU.

JOB CODE	CLASS TITLE
4963	Junior Engineer, Zone 7
4964	Assistant Engineer, Zone 7
4965	Associate Civil Engineer, Zone 7
4966	Associate Control Systems Engineer, Zone 7

APPENDIX C**Reduction in Force, Lay-Off, Re-Employment, Reinstatement**2000 Jurisdiction of Commission

All lay-offs and demotions in lieu thereof resulting from reduction in force in the classified service shall be made in accordance with these rules and the procedures established by the Commission for an orderly reduction in force.

2004 Jurisdiction of Department Head

Whenever it becomes necessary to reduce the number of employees of a department, the department head shall determine the class(es) to be affected by the reduction, the number of positions by which each class shall be reduced, the date the reduction is to take effect and shall notify the Commission of these determinations. When specific positions within a class require special skills, knowledge, or abilities, the department head, with prior concurrence of the Commission, may designate specialties within a class and treat such approved specialty as a separate classification for purposes of lay-off and demotion in lieu of lay-off.

Amended 10/30/78

2008 Order of Lay-off

When a reduction in force becomes necessary, the Commission shall provide lay-off instructions to affected departments detailing the lay-off procedures and policies to be used by departments in determining the order of lay-off for affected employees. Any appeals concerning departmental actions under the instructions of the Commission shall be governed by the Commission's Administrative Appeals Rules. Lay-off shall be accomplished in inverse order of total County service, except as provided in Rule 2014 and as may be provided by applicable Federal or State regulations. For purposes of this rule, Total County Service shall be defined as the sum total of paid service for the County without regard to whether such service was continuous, full-time, less than full-time, tenured, probationary, provisional, temporary or emergency, as well as unpaid leave taken under the Voluntary or Mandatory Time Off program, adopted by the Board of Supervisors in Fiscal Year 1992-93 and 1993-94. All ties in service time will be resolved according to criteria established by the Commission.

Before any tenured employee is laid off, all appointees working in affected classes under emergency, provisional, temporary, or probationary appointments shall be separated in the above sequence, except that the provisions of this sentence shall not apply to probationary appointees reinstated pursuant to Rule Number 1744 and to employees on probation by virtue of job reclassification where such employee was continuously performing the same job functions six months prior to the reclassification.

Any employee subject to lay-off as a result of being in a promotional probationary status in a new department may at the decision of the Commission be allowed to demote in lieu of lay-off to the employee's former classification and department. Any employee so affected shall request a Commission determination within ten working days of notification of the lay-off status.

Amended 2/4/72, 6/19/78, 10/30/78

APPENDIX D

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 an "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 statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and (2) a copy of the termination statement has been mailed to the other partner. 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 State of California as described herein.

Note: Submission of the County "Affidavit of Domestic Partnership" **does not** fulfill the State of California requirements for "Declaration of Domestic Partnership" (State Form DP-1); and may not be sufficient for employees wishing to claim California Paid Family Leave.

APPENDIX E

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 personnel.

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 personnel 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 personnel 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 personnel 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 personnel 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 personnel, 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 personnel 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 personnel 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 personnel 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)

**2022 Memorandum of Understanding Negotiations
Between the
County of Alameda
and the
IFPTE, Local 21
Units 16&60**

Sideletter of Agreement

Telework Policy in the Public Works Agency

The County of Alameda ("County") and the International Federation of Professional and Technical Engineers Local 21, Units 077 and 16 ("Union"), agree that within thirty (30) days after the ratification of the November 13, 2022 to November 22, 2025 Memorandum of Understanding ("MOU") by the Union, the Human Resource Services and Public Works Agency will provide the Union with an offer to meet and confer on the impact(s) of implementation of a telework policy.

For the County:



Stacey Cue
IEDA
Date: 5.21.2023

For Units 077 and 16&60:



Jeff Duritz
Representative/ Organizer
Date: 5/8/23

MINUTE ORDER

COUNTY OF ALAMEDA PAY PERIOD CALENDARS

**PAY PERIOD CALENDAR
2023**

FROM	TO	PAYDAY	PAY PERIOD
12/11/22	12/24/22	01/06/23	23-01
12/25/22	01/07/23	01/20/23	23-02
		<i>CHRISTMAS OBSERVED 12/26/22</i>	
		<i>NEW YEAR'S OBSERVED 01/02/23</i>	
01/08/23	01/21/23	02/03/23	23-03
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/16/23</i>	
01/22/23	02/04/23	02/17/23	23-04
02/05/23	02/18/23	03/03/23	23-05
		<i>LINCOLN'S BIRTHDAY OBSERVED 02/13/23</i>	
02/19/23	03/04/23	03/17/23	23-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/20/23</i>	
03/05/23	03/18/23	03/31/23	23-07
=====			
03/19/23	04/01/23	04/14/23	23-08
04/02/23	04/15/23	04/28/23	23-09
04/16/23	04/29/23	05/12/23	23-10
04/30/23	05/13/23	05/26/23	23-11
05/14/23	05/27/23	06/09/23	23-12
05/28/23	06/10/23	06/23/23	23-13
		<i>MEMORIAL DAY OBSERVED 05/29/23</i>	
=====			
06/11/23	06/24/23	07/07/23	23-14
		<i>JUNETEENTH 06/19/23</i>	
06/25/23	07/08/23	07/21/23	23-15
		<i>INDEPENDENCE DAY 07/04/23</i>	
07/09/23	07/22/23	08/04/23	23-16
07/23/23	08/05/23	08/18/23	23-17
08/06/23	08/19/23	09/01/23	23-18
08/20/23	09/02/23	09/15/23	23-19
09/03/23	09/16/23	09/29/23	23-20
		<i>LABOR DAY OBSERVED 09/04/23</i>	
		<i>ADMISSION DAY OBSERVED 09/08/23 (*)</i>	
=====			
09/17/23	09/30/23	10/13/23	23-21
10/01/23	10/14/23	10/27/23	23-22
		<i>COLUMBUS DAY OBSERVED 10/09/23 (*)</i>	
10/15/23	10/28/23	11/09/23	23-23
10/29/23	11/11/23	11/22/23	23-24
		<i>VETERAN'S DAY OBSERVED 11/10/23</i>	
11/12/23	11/25/23	12/08/23	23-25
		<i>THANKSGIVING OBSERVED 11/23/23 AND 11/24/23</i>	
11/26/23	12/09/23	12/22/23	23-26

(*) Not applicable to all employees, please refer to the applicable MOU

**PAY PERIOD CALENDAR
2024**

FROM	TO	PAYDAY	PAYPERIOD
12/10/23	12/23/23	01/05/24	24-01
12/24/23	01/06/24	01/19/24	24-02
		<i>CHRISTMAS 12/25/23</i>	
		<i>NEW YEAR'S 01/01/24</i>	
01/07/24	01/20/24	02/02/24	24-03
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/15/24</i>	
01/21/24	02/03/24	02/16/24	24-04
02/04/24	02/17/24	03/01/24	24-05
		<i>LINCOLN'S BIRTHDAY 02/12/24</i>	
02/18/24	03/02/24	03/15/24	24-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/19/24</i>	
03/03/24	03/16/24	03/29/24	24-07
=====			
03/17/24	03/30/24	04/12/24	24-08
03/31/24	04/13/24	04/26/24	24-09
04/14/24	04/27/24	05/10/24	24-10
04/28/24	05/11/24	05/24/24	24-11
05/12/24	05/25/24	06/07/24	24-12
05/26/24	06/08/24	06/21/24	24-13
		<i>MEMORIAL DAY OBSERVED 05/27/24</i>	
=====			
06/09/24	06/22/24	07/05/24	24-14
		<i>JUNETEENTH 06/19/24</i>	
06/23/24	07/06/24	07/19/24	24-15
		<i>INDEPENDENCE DAY 07/04/24</i>	
07/07/24	07/20/24	08/02/24	24-16
07/21/24	08/03/24	08/16/24	24-17
08/04/24	08/17/24	08/30/24	24-18
08/18/24	08/31/24	09/13/24	24-19
09/01/24	09/14/24	09/27/24	24-20
		<i>LABOR DAY OBSERVED 09/02/24</i>	
=====			
09/15/24	09/28/24	10/11/24	24-21
09/29/24	10/12/24	10/25/24	24-22
10/13/24	10/26/24	11/08/24	24-23
10/27/24	11/09/24	11/22/24	24-24
11/10/24	11/23/24	12/06/24	24-25
		<i>VETERANS DAY 11/11/24</i>	
11/24/24	12/07/24	12/20/24	24-26
		<i>THANKSGIVING OBSERVED 11/28/24 AND 11/29/24</i>	

(*) Not applicable to all employees, please refer to the applicable MOU

**PAY PERIOD CALENDAR
2025**

FROM	TO	PAYDAY	PAYPERIOD
12/08/24	12/21/24	01/03/25	25-01
12/22/24	01/04/25	01/17/25	25-02
		CHRISTMAS 12/25/24	
		NEW YEAR'S 01/01/25	
01/05/25	01/18/25	01/31/25	25-03
01/19/25	02/01/25	02/14/25	25-04
		MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/20/25	
02/02/25	02/15/25	02/28/25	25-05
		LINCOLN'S BIRTHDAY 02/12/25	
02/16/25	03/01/25	03/14/25	25-06
		WASHINGTON'S BIRTHDAY OBSERVED 02/17/25	
03/02/25	03/15/25	03/28/25	25-07
=====			
03/16/25	03/29/25	04/11/25	25-08
03/30/25	04/12/25	04/25/25	25-09
04/13/25	04/26/25	05/09/25	25-10
04/27/25	05/10/25	05/23/25	25-11
05/11/25	05/24/25	06/06/25	25-12
05/25/25	06/07/25	06/20/25	25-13
		MEMORIAL DAY OBSERVED 05/26/25	
=====			
06/08/25	06/21/25	07/03/25	25-14
		JUNETEENTH 06/19/25	
06/22/25	07/05/25	07/18/25	25-15
		INDEPENDENCE DAY 07/04/25	
07/06/25	07/19/25	08/01/25	25-16
07/20/25	08/02/25	08/15/25	25-17
08/03/25	08/16/25	08/29/25	25-18
08/17/25	08/30/25	09/12/25	25-19
08/31/25	09/13/25	09/26/25	25-20
		LABOR DAY OBSERVED 09/01/25	
=====			
09/14/25	09/27/25	10/10/25	25-21
09/28/25	10/11/25	10/24/25	25-22
10/12/25	10/25/25	11/07/25	25-23
10/26/25	11/08/25	11/21/25	25-24
11/09/25	11/22/25	12/05/25	25-25
		VETERANS DAY 11/11/25	
11/23/25	12/06/25	12/19/25	25-26
		THANKSGIVING OBSERVED 11/27/25 AND 11/28/25	

(*) Not applicable to all employees, please refer to the applicable MOU