

MEMORANDUM OF UNDERSTANDING

Between the

*Professional Association of County Employees
IFPTE, Local 21
For Representation Unit S-25*

and the

County of Alameda



February 25, 2007 – September 17, 2011

**2007 - 2011
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21
REPRESENTATION UNIT S-25
AND THE COUNTY OF ALAMEDA**

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**MEMORANDUM OF UNDERSTANDING 2007-2011
BETWEEN PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21
REPRESENTATION UNIT S-25
AND COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County" and the Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect during the period February 25, 2007 through September 17, 2011, for those employees working in the representation unit referred to and further described in Section 1 of this MEMORANDUM.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, permanent, and probationary employees in supervisory Representation Unit S-25 in the classifications as specifically enumerated in Appendix "A" of this Memorandum.

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and 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 department head panel as set forth in Section 2-13.05 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties to the disagreement. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

SECTION 2. NO DISCRIMINATION

- A. DISCRIMINATION PROHIBITED.** No person in the classified Civil Service shall be appointed, reduced, or removed, or in any way favored or discriminated against because of political or religious opinions or affiliations, or because of racial or national origin or sexual orientation; and to the extent prohibited by law, no person shall be discriminated against because of age, gender, sexual orientation, physical or mental disability.
- B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither County nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.

SECTION 3. UNION SECURITY

- A. NOTICE OF RECOGNIZED UNION.** When a person is hired into a classification represented by the Union, the County shall notify such person(s) that the Union is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Union for the sole purpose of joining the Union and effecting payroll dues deductions.
- B. NOTICE TO RECOGNIZED UNION.** 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. The County shall also give a written notice to the Union containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.
- C. MAINTENANCE OF MEMBERSHIP.** Employees in Representation Unit S-25 who are members of the Union on the date upon which this Memorandum of Understanding is executed or who become members of the Union during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.
- D. REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for Union dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the Auditor-Controller setting forth his/her desire to revoke said authorization. The Auditor-Controller shall promptly forward a copy of said letter to the Union. No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to the Union. To be considered, a letter shall be received by the Auditor-Controller within the month of July as specified in subsection C.

Failure to timely notify the Auditor-Controller shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the agency/department to a place or person designated by the Auditor-Controller and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt by the County of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.

E. AGENCY SHOP

- 1. AGENCY SHOP.** Except as provided otherwise in this subsection E., employees in representation units referred to in Section 1. hereof shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof.
- 2. IMPLEMENTATION.** Not later than thirty days after approval of this Agency Shop provision, the County shall deliver to each employee subject to this Memorandum of Understanding who is not also a member of the Union a notice advising that the County

SECTION 3. UNION SECURITY (Cont'd)

has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.

The employee shall have 14 calendar days from the delivery of the authorization form, to fully execute the authorization of his/her choice and return said form to the Agency Payroll Office. If the form is not completed properly and returned within 14 calendar days, the Auditor-Controller shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee, or a charitable contribution shall begin no later than the fourth pay period following implementation of this subsection E.

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Section shall be provided, through the employee's department or agency, with an authorization form listed above. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Agency Payroll Office.

If the form is not completed properly and returned within five working days, the Auditor-Controller shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions, or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period this subsection E becomes effective for current employees, whichever is later, beginning with the first full pay period.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

3. **RELIGIOUS EXEMPTION.** Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local Union within fifteen days of receipt by the County.

SECTION 3. UNION SECURITY (Cont'd)

The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the County Administrator or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program or the Emergency Food Bank Network of Alameda County.

4. **EXCLUSION OF EMPLOYEES.** The Agency Shop provisions set forth in paragraphs 1, 2, and 3 herein shall not apply to persons designated by the Board as management nor to persons not in the classified civil service. The County may designate positions as confidential in accordance with Administrative Code 3.04.020.
5. **FINANCIAL REPORTS.** International Federation of Professional and Technical Engineers (Local 21) shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the County Administrator once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

6. **PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues from employees in represented classes in Representation Unit S-25 in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the Unit to which such employees are assigned.

The County shall deduct from employee earnings once each pay period for membership dues in the Professional Association of County Employees/International Association of Professional & Technical Engineers, Local 21 in the amount as approved by the Union's membership, and in conformity with State and County regulations, and as the Union will request the Auditor-Controller, the same to be paid to the Union.

7. **HOLD HARMLESS.** Union shall indemnify and hold County and the County Auditor harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved Union insurance programs, or from complying with any demand for termination hereunder.

SECTION 4. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

- A. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate authorized representatives of the Union from among employees in the unit. It is agreed that

SECTION 4. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

(Cont'd)

the Union in appointing such authorized representatives does so for the purpose of promoting effective working relationships.

- B. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE UNION.** The County recognizes the right of the Union to represent employees in connection with grievances which arise under Section 15 of the Grievance Procedure.

The authorized representative of the Union recognizes the fact that the supervisor is the key person in the Agency/Department and, understands that his/her Union representation function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, County or Agency/Department policy, or Memorandum of Understanding.

- C. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of authorized representatives. The Union shall notify the Agency/Department Head in writing of the names of the Union representatives and the units they represent. If a change in Union representatives is made, the Agency/Department Head shall be advised in writing of the Union representative being replaced and the Union representative named to take his/her place. The number of Union representatives shall be mutually agreed upon and a list of Union representatives shall be submitted to the Agency/Department Head.

- D. DUTIES AND RESPONSIBILITIES OF UNION REPRESENTATIVE.** The following functions are understood to constitute the complete duties and responsibilities of the Union representative.

1. Duties and Time Limits: After obtaining supervisory permission, Union representatives will be permitted to leave their normal work area during on-duty time not to exceed 4 hours per week in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
2. Obtain Permission: To obtain permission to investigate a grievance on on-duty time, the Union representative shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance or a disciplinary action. The union representative shall report such time to his/her supervisor as shop steward leave payroll code UNI for timekeeping purposes. The Union representative 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 Union representatives as a part of the grievance process. The employee may be represented by a Union representative at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the Union representative in order 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 Union representative was denied permission.

SECTION 4. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

(Cont'd)

The union representatives 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.

- E. CHANGES IN UNION REPRESENTATIVES OR NUMBER OF UNION REPRESENTATIVES.** If a Union representative is reassigned which will leave his/her shift or work location without a Union representative, then the Union shall have the right to appoint a replacement. Should the Union wish to change Union representative during the grievance procedure, it may do so, provided that only one Union representative will be allowed time off from work upon one occasion to investigate the grievance.
- F. LIMITATION OF TIME OFF.** Union representatives shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

SECTION 5. USE OF BULLETIN BOARDS; MEETINGS; ACCESS TO RECORDS

- A. USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.
- B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only on duly requested and authorized leave time.
- C. MEETINGS.** Meetings of an authorized representative of the Union and a group of employees shall not be permitted during working hours except as provided in subsection B. above.
- D. ACCESS TO RECORDS.** An employee shall be permitted to review his/her own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The custodian of the file shall grant such a request within three (3) working days. The County shall provide one copy of the record without charge. The County may verify any written authorization. The Union's access to employee

SECTION 5. USE OF BULLETIN BOARDS; MEETINGS; ACCESS TO RECORDS

(Cont'd)

records shall be for good cause only. Third party reference material shall not be made available.

Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after 5 years from the date of the letter, provided the County has not initiated any subsequent corrective action of the employee. All requests must be presented in writing to the Agency/Department Head.

The employee shall be provided an opportunity to respond in writing, or personal interview, to any information in the file about which he/she disagrees. Such response shall become a permanent part of the personnel record. The employee shall be responsible for providing the written responses to be included as a part of the permanent record.

SECTION 6. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. Medical Plan Coverage for Full-time Employees

- a. For coverage from February 25, 2007, through the term of this Memorandum of Understanding, the County shall contribute the total monthly premium of the lowest cost Health Maintenance Organization (HMO) Plan offered by the County at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family) in a Plan Year. The County will offer a comprehensive group Medical Plan for an HMO or PPO/Indemnity Medical Plan option for eligible full-time employees, as well as their eligible dependents.
- b. The County contribution shall be the total monthly premium of the lowest cost HMO plan for eligible, full-time employees. If an employee is on paid status, on less than a full-time basis, the County contribution shall be as specified in 6.A.2.
- c. The County shall provide the following Medical Plan options:
 1. PPO/Indemnity Option
 2. Health Maintenance Organization (HMO)
 3. At least one alternative HMO option

These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding the effect of such benefit changes.

SECTION 6. MEDICAL AND DENTAL PLANS (Cont'd)

2. **Medical Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week.** Any employee who is regularly scheduled to work **less than the normal work** week for the job classification shall be entitled to elect coverage under either a health maintenance organization or of the indemnity options as provided in Section 6.A. for full time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The County's contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the normal full-time biweekly schedule for the job classification, who were on the County payroll for the pay period beginning April 1, 1979 and who received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in **part time** service, (2) a break in medical plan coverage, (3) a change to full-time service from **part-time** service even if the employee reverts to **part-time** service, whichever shall first occur, but in no event shall said contribution exceed the County contribution for coverage of full-time employees in comparable classes.

3. **Duplicative Coverage:** This section applies to married County employees (and employees in domestic partnerships as defined in the Appendix B), both employed by the County. The intent of this Section limits County employees who are married or in a domestic partnership from both covering each other within the same medical plan. Married County employees and domestic partners, both employed by the County, shall be entitled to one choice from the following list of medical plan coverages:
 - a) Up to one full family PPO/Indemnity membership.
 - b) Up to one full family HMO membership.
 - c) Up to one full family HMO option membership with up to one full family PPO/Indemnity membership.
 - d) Up to one full family PPO/Indemnity membership with up to one full family PPO/Spousal membership.
 - e) Up to one full family HMO membership with up to one full family alternative HMO membership.

SECTION 6. MEDICAL AND DENTAL PLANS (Cont'd)

4. **Effect of Authorized Leave Without Pay on Medical Plan Coverage:** Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three 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 authorized leave by completing the appropriate enrollment forms within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

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

5. **30-Day Re-Enrollment:** For employees who are enrolled in a County sponsored medical plan coverage and experience a Change in Status such as: marriage, adoption, or loss of medical coverage by spouse/domestic partner, must within thirty calendar days of the change in status, enroll in or add/drop eligible dependents to one of the County's sponsored medical plans.

Open Enrollment: Eligible employees may choose from among any medical plan offered by the County during the open enrollment period.

B. DENTAL PLAN OPTIONS

1. **Dental Plan Coverage for Full-Time Employees:**
 - a. For coverage from February 25, 2007, through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a dental plan for eligible full-time employees and their eligible dependents, including domestic partners (upon submission of an affidavit as defined in Appendix B) and their eligible dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the following dental plan options. The County contribution shall apply to the dental plan options listed below.

These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding the effect of such benefit changes. The maximum annual benefit for each covered individual is \$1,200. The maximum annual benefit for each covered individual shall increase to \$1,350 in 2009 and \$1,450 in 2010.

- 1) An indemnity dental plan.

SECTION 6. MEDICAL AND DENTAL PLANS (Cont'd)

- 2) A pre-paid, closed panel dental plan.
- 3) A supplemental spousal indemnity plan.
- 4) Married County employees and employees in domestic partnerships (as defined in Appendix B), both employed by the County, shall be entitled to elect one choice from the following list of dental plan coverages:
 - (a) Up to one full family Indemnity Dental plan with up to one supplemental Spousal Dental Plan.
 - (b) Up to one full family Indemnity Dental Plan with up to one full family closed panel Dental Plan.
 - (c) Up to one full family Indemnity Dental Plan.
 - (d) Up to one full family closed Dental Plan.

2. **Dental Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week:** For coverage from February 25, 2007, through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a dental plan for **less than full time** employees and their eligible dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The dental plan shall provide the same benefit coverage as is in effect for full-time employees as described in B.1. above.

The County's contribution for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification.

3. **Effect of Authorized Leave Without Pay on Dental Plan Coverage:** Employees who were absent on authorized leave without pay, and whose dental plan coverage was allowed to lapse for a duration of three 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 authorized leave by completing the appropriate enrollment form within 30 calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.
4. **30-Day Re-Enrollment:** For employees who are enrolled in a County sponsored Dental Plan, and experience a Change In Status, such as: marriage, adoption, loss of dental coverage by spouse/domestic partner, must within thirty calendar days of the change in status, enroll in or add/drop eligible dependents to one of the County sponsored Dental Plans.

SECTION 6. MEDICAL AND DENTAL PLANS (Cont'd)

5. **Open Enrollment:** Eligible employees may choose a Dental Plan during the annual Open Enrollment period. Premiums of all dental plans will be paid according to the level of coverage (Self, Self +1 Dependent or Family).

C. MEDICAL AND DENTAL COVERAGE. The County and Union agree that this Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the medical and dental plans, benefits, and contribution rates for medical and dental coverage effective on or after February 25, 2007.

SECTION 7. PREGNANCY & CHILD BONDING LEAVE

A pregnant employee is entitled to receive a pregnancy and child bonding leave of up to six months, the dates of which are to be mutually agreed by the employee and Agency/Department Head. Such an employee may elect to take accrued vacation or compensating time off or sick leave, when eligible, during the period of pregnancy and 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 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 with pay accumulated pursuant to the Administrative Code. Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the disability and child bonding leaves pursuant to the California Family Rights Act. These leaves, when eligible, are taken concurrently with FMLA.

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 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 Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

SECTION 8. CHILD BONDING LEAVE

A prospective father, domestic partner or adoptive parent is entitled to child bonding leave of up to six (6) consecutive months, the dates of which are to be mutually agreed by the employee and the Agency/Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work **less than the normal full-time** work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to fathers, domestic partners or adoptive parents unless they are otherwise eligible to use it as provided in the Administrative Code. Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave

SECTION 8. CHILD BONDING LEAVE (Cont'd)

was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

SECTION 9. DEATH IN IMMEDIATE FAMILY

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

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

SECTION 10. WAGES

A. Effective November 18, 2007, salaries for the represented classes shall be increased 3%.

Effective March 23, 2008, the salaries of the represented classes shall be increased 1%.

Effective September 21, 2008, the salaries of the represented classes shall be increased 2%.

Effective March 22, 2009, salaries for all represented classes shall be increased by 2%.

Effective September 20, 2009, salaries for all represented classes shall be increased by 2%.

Effective September 19, 2010, salaries for all represented classes shall be increased by 3%.

B. SPECIAL ADJUSTMENTS

In addition to the general increase the following class will receive special salary adjustments as follows:

SECTION 10. WAGES (Cont'd)

JOB CODE #	CLASSIFICATION TITLE	EFFECTIVE November 18, 2007	EFFECTIVE September 21, 2008	EFFECTIVE September 20, 2009	EFFECTIVE September 19, 2010
1473SM	Supervising Eligibility Technician	1%			
6735SM	Licensing Evaluator Supervisor	2.5%	2.5%	2.5%	2.5%

- C. Effective February 13, 2005, for those employees who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association (ACERA), the County shall pay a portion of the employee's contribution to the Alameda County Employees Retirement Association in an amount equal to three percent (3%) of the employee's salary.
- D. Effective February 13, 2005, for those currently employed employees who are 30 year members of the Alameda County Employee Retirement Association (ACERA) and do not make contributions to the Alameda County Retirement Association because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee salary into a 401 A plan established by the County pursuant to IRC 414 (h)(2).
- E. The County contribution set forth in Section 10 C and D above shall be for full time employees on full time paid status. If the employee is on paid status less than full time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full time pay period for the job classification.

SECTION 11. BILINGUAL PAY

Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall, for the period beginning two pay periods subsequent to the adoption of this agreement, receive an additional \$35.00 per pay period compensation. A person occupying such a position and having proficiency in three or more languages shall receive \$40.00 per pay period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the County. Effective July 27, 2008, the compensation for a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$40 per pay period and a person occupying such a position and having proficiency in three or more languages shall receive \$45 per pay period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.

SECTION. 12. HOLIDAYS

A. HOLIDAYS DEFINED.

Paid holidays shall be:

January 1st
Third Monday in January (Dr. Martin Luther King, Jr. Day)
February 12th (Lincoln's Birthday)
Third Monday in February (Washington's Birthday)
Last Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran's Day)
Thanksgiving
Day after Thanksgiving Day
December 25th

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

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

B. FLOATING HOLIDAYS. Effective January 1, 2003, each employee hired prior to July 1 of each year shall be entitled to four (4) floating holiday. These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. The first four full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holidays. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired.

C. HOLIDAYS TO BE OBSERVED ON WORK DAYS. For employees, except as specified below:

In the event that January 1, February 12, July 4, November 11, or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three 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.

SECTION 13. VACATION LEAVE

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

A. VACATION ACCRUAL

1. Effective February 17, 2002, each employee in the service of the County employed after January 1, 1956 shall accrue vacation leave according to the following schedules.
 - a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three weeks accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four weeks accrual** - Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 - d. **Five weeks accrual** - Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

For persons employed on January 1, 1956 or after.

- a. An employee who accrues vacation leave pursuant to subsections 13A. and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A," for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee's applicable maximum accrual as set forth in subsection 13C.
- b. Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will avoid a downward adjustment.

SECTION 13. VACATION LEAVE (Cont'd)

C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. Maximum vacation leave balances allowable prior to the pay period containing January 1 of each year beginning the year 2000, shall be no more than two times employee's vacation accrual rate, and shall be as follows:

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

D. DATE WHEN VACATION CREDIT STARTS. Vacation credit shall begin on the first day of employment.

E. MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION. As of the pay period containing January 1, 2000, and every such pay period containing January 1 thereafter, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum accrual level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

F. MAXIMUM VACATION LEAVE. An employee shall be allowed to take one and one-half times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Agency/Department Head may take vacation in excess of one and one-half times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.

G. DEFINITION. For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.

H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave with or without pay, and time during which a employee is laid off because his/her services are not needed, and time during which an employee is temporarily not employed by the County, if followed by reemployment within three years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section, provided, further, that, for purposes of qualifying for fifteen, twenty or twenty-five working days' vacation leave, where an employee has been employed by the County without

SECTION 13. VACATION LEAVE (Cont'd)

interruption for the past ten years, all service of such employee shall be deemed to have been continuous.

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

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

- J. PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular vacation allowance for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the department. Such personal leave shall be in segments of one-half day or more for non-exempt employees as defined by the FLSA.

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

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

- M. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter a bargaining unit covered by this Agreement after January 1, 2000 shall have two full calendar years to reduce his/her vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the "vacation accrual cap" is already applicable. After two full calendar years, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum accrual level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to **avoid a downward adjustment.**

- N. DISABILITY INSURANCE POLICY.** Effective April 8, 2005, a disability insurance policy will be made available for the employee only. **Coverage(s) can be purchased either through the use of vacation sellback (up to ten days) 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.

SECTION 13. VACATION LEAVE (Cont'd)

- O. CONTINUATION OF SECTION.** This Section 13 shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on September 17, 2011, as provided in Section 20, and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.
- P. VACATION PURCHASE PLAN.** All full-time employees subject to this MOU, may elect to purchase one or two additional weeks of vacation over and above their regular entitlement as set forth in Section 13.A. of this MOU.

Beginning the Fall of 2002, employees eligible for vacation purchase may elect to purchase either one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment.

On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head.

Employees will then pay for the vacation time purchased in equal installments during the calendar year. Should an employee use their purchased time, and leave the employment of the County prior to paying for the additional vacation, the County will recover the cost from the employee.

Effective upon adoption of the 2007 MOU, the following conditions shall apply to vacation purchase:

1. Employees eligible for vacation purchase may elect to purchase either one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment.
2. On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head. Employees will then pay for the vacation time purchased in equal installments during the calendar year.
3. To be eligible to purchase vacation, an employee must be current in completing installment payments for any previous vacation purchased and an employee must have no more than one week of unused purchased vacation three (3) pay periods prior to the start of Open Enrollment.
4. To be eligible to purchase two weeks of vacation, an employee must be current in completing installment payments for any previous vacation purchased and have used **all** previously purchased vacation three (3) pay periods prior to the start of Open Enrollment.

SECTION 13. VACATION LEAVE (Cont'd)

5. The County reserves the right to revoke vacation purchase elections made during Open Enrollment, if the previous year vacation purchase payments are not complete.
6. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the County reserves the right to recover the cost from the employee, including deducting any sum owed from the employee's final pay warrant.
7. 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 future pay period amount.
8. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
9. In the event that an employee becomes ineligible for this program, the County reserves the right to adjust the purchased vacation balance and/or deductions.
10. 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.
11. Except for Personal Leave granted under Section 13J., purchased vacation must be utilized before vacation balances accrued pursuant to Section 13A. or 13E. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 13A., then purchased vacation may be utilized for Personal Leave granted under Section 13J.
12. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in Section 13B. or 13E. of this MOU.

SECTION 14. CUMULATIVE SICK LEAVE PLAN

A. CUMULATIVE SICK LEAVE PLAN

1. Accumulation of Sick Leave

- a. **FOR FULL-TIME EMPLOYEES - 40 hour workweek:** Effective July 13, 2008, each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.

SECTION 14. CUMULATIVE SICK LEAVE PLAN (Cont'd)

- b. **FOR PART-TIME EMPLOYEES - 40 HOUR WORKWEEK BASE:** Effective July 13, 2008, each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to Section 14.A.1.a above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour workweek based.

- B. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within three 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 Section 14.A., restored to him/her for use as provided in this section.
- C. CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to Section 14.A. hereof, reaches 155 days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 13. Vacation Leave, and shall thereafter be subject to the provisions of Section 13. Vacation Leave.

Effective July 27, 2008, the conversion of sick leave to vacation leave shall no longer apply.

- D. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement.
- E. FAMILY SICK LEAVE.** Leave of absence with pay shall be granted by the Agency/Department Head to care for family members who are ill or injured, including emergency or routine medical/dental appointments. Effective January 1, 2008, employees are eligible to use, in each calendar year, nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured. For the purpose of this subsection, "immediate family" means, mother, step-mother, father, step-father, husband, wife, domestic partner or child of a domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), son, step-son, daughter, stepdaughter, 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, brother, sister, brother-in-law, sister-in-law, and grandparents.
- F. SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 14. CUMULATIVE SICK LEAVE PLAN (Cont'd)

- G. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** Except for safety members who are subject to the provisions of California Labor Code Section 4850, if an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.

1. Amount and Duration of Payment:

- a. Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% of his/her 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 one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary (the amount of sick leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office) unless the employee provides written notice to the Agency/Department Head to limit the integration of such leaves. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays and holiday in-lieu time.

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three work days of such incapacity.

Effective July 1, 2008, for any injury that occurs on or after July 1, 2008, such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) calendar days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) calendar days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee no more than 75% of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

SECTION 14. CUMULATIVE SICK LEAVE PLAN (Cont'd)

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three work days of such incapacity.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 14.G.1. 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,
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her position,
 - d. Who is retired on permanent disability, or pension,
 - e. Who unreasonably refuses to accept other County employment for which he/she 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 employee, and,
 - h. Whose injury or illness is a recurrence or reinjury 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.
3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment.** Effective January 1, 1996, employees with an approved Workers' Compensation claim who have returned to work and are

SECTION 14. CUMULATIVE SICK LEAVE PLAN (Cont'd)

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 paid under Workers' Compensation;
- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
- c. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility.

SECTION 15. GRIEVANCE PROCEDURE

- A. DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the County has failed to provide a condition of employment which is established in this Memorandum of Understanding, as adopted by ordinance, or in the annual Salary Ordinance, or by written agency/department rules, provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.
- 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.
- C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
1. Step One: An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
 2. Step Two: If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of subsection 15.C and may thereafter file a grievance in writing with his/her immediate supervisor within seven working days of the date of such informal discussion. Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven working days after receipt of the answer within which to file an appeal to the section head.
 3. Step Three: The section head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven

SECTION 15. GRIEVANCE PROCEDURE

working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.

4. Step Four: The division head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
5. Step Five: The Agency/Department Head shall have seven working days in which to review, hold hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Agency/Department Head, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or his/her representative.

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 this Memorandum of Understanding, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the third step of the grievance procedure.

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.

F. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator.

G. INFORMAL REVIEW BY DIRECTOR. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have ten working days in which to review and seek adjustment of the grievance.

H. SELECTION OF ARBITRATOR. The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his/her representative. If the Director of Human Resource Services and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request

SECTION 15. GRIEVANCE PROCEDURE (Cont'd)

the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

- 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 Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment.
- J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.
- 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.
- L. LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days from the date upon which the County has allegedly failed to provide a condition of employment or an Union organizational right. In no event shall any grievance include a claim for money relief for more than a 60-day period.
- M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section the provisions of Section 1. of this Memorandum of Understanding 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 Alameda County Administrative Code, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.
- N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 15.D. and E. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 16. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors, except that, M-designated benefits contained in Article 7 of the Salary Ordinance will be maintained for PACE/Local 21-represented employees until December 31, 2008. Effective January 1, 2009, the County's contribution towards M-designated benefits shall be increased to no less than \$2,300 per calendar year. The \$1,500 - Cafeteria Benefits Plan and \$800 - Job-Related Reimbursement Plan as currently outlined in Article 7 of the Salary Ordinance, shall no longer apply.

SECTION 17. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

1. The tenured recipient, 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 s/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 8 hours and are irrevocable. Effective January 1, 2000 employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the 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 are 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.

SECTION 17. CATASTROPHIC SICK LEAVE PROGRAM (Cont'd)

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 100% of the employee's gross salary.

SECTION 18. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- 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.
- B. MINIMUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. PREMIUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, County records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by his/her Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$500, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage or theft. Property damage or loss incurred 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 section, 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 19. NO STRIKE

During the term of this agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, withdrawal of services, or refusal to perform customary duties. Failure to comply with this Section shall result in the termination by the County of the collection of Union membership dues without jeopardy to the County or to employees in classifications represented by the Union.

SECTION 20. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SECTION 21. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Union for the Board's consideration and approval. Upon approval, the Board shall adopt an Ordinance which shall incorporate this Memorandum either in full or by reference.

Upon such adoption, the provisions of this Memorandum shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

SECTION 22. SAVINGS CLAUSE

If any provision of this Memorandum of Understanding 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 Memorandum of Understanding 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 23. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including September 17, 2011.

Signed and entered into this 14th day of May, 2008.

FOR COUNTY OF ALAMEDA

**FOR PROFESSIONAL ASSOCIATION
OF COUNTY EMPLOYEES/LOCAL 21**

Glenn Burkheim
[Signature]
Egmont J. Hill
[Signature]

Victoria Carr, Local 21
Bruce E. Johnson
Jaimie V. Leon
Victoria Carr
Julia Lerman-Lutts
[Signature]

[Signature]
STEPHEN AMANO, ACTING DIRECTOR
HUMAN RESOURCE SERVICES

Approved As to Form:
RICHARD E. WINNIE, County Counsel

By: [Signature]

APPENDIX A

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S025. Salaries are established by the Board of Supervisors and are effective on the dates shown. The FLSA designation for all these job classes is Exempt (E).

JOB CODE	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
6750	MA	Child Welfare Supervisor						
			11/18/2007	2893.60	3040.00	3184.00	3328.80	3493.60
			03/23/2008	2922.40	3070.40	3216.00	3362.40	3528.80
			09/21/2008	2980.80	3132.00	3280.00	3429.60	3599.20
			03/22/2009	3040.80	3194.40	3345.60	3498.40	3671.20
			09/20/2009	3101.60	3258.40	3412.80	3568.00	3744.80
			09/19/2010	3194.40	3356.00	3515.20	3675.20	3856.80
6739	SM	Supervising Appeals Officer						
			11/18/2007	2798.40	2935.20	3076.00	3236.80	3397.60
			03/23/2008	2826.40	2964.80	3106.40	3268.80	3431.20
			09/21/2008	2883.20	3024.00	3168.80	3334.40	3500.00
			03/22/2009	2940.80	3084.80	3232.00	3400.80	3570.40
			09/20/2009	3000.00	3146.40	3296.80	3468.80	3641.60
			09/19/2010	3090.40	3240.80	3396.00	3572.80	3751.20
6284	M	Supervising Child Care Worker						
			11/18/2007	1867.20	1957.60	2055.20	2151.20	2263.20
			03/23/2008	1885.60	1976.80	2076.00	2172.80	2285.60
			09/21/2008	1923.20	2016.00	2117.60	2216.00	2331.20
			03/22/2009	1961.60	2056.00	2160.00	2260.00	2377.60
			09/20/2009	2000.80	2096.80	2203.20	2305.60	2424.80
			09/19/2010	2060.80	2160.00	2269.60	2374.40	2497.60

APPENDIX B - DOMESTIC PARTNERS

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" 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.

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.

**2007-2011
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21
REPRESENTATION UNIT S-25
AND THE COUNTY OF ALAMEDA**

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MOU NEGOTIATIONS
BETWEEN
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE), LOCAL 21
Units 06 & 025
AND THE
COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO COUNTY PROPOSAL No. 12

November 30, 2007

Intent: To increase the office visit and prescription co-pay to \$15.

The fifteen (\$15.00) dollar co-payment plan shall be effective for the 2008 2009 Benefit Plan Year (beginning February 1, 2008 2009) for employees represented by the Professional Association of County Employees, IFPTE, Local 21.

For the County:

Allyn Bullock
[Signature]
Esmerie Hill
[Signature]

For PACE, Local 21:

Virgie Carson, Local 21
Verdine Dawson, Pace/SSA
Jaime V. Leon PACE/SSA

DATE: Nov 30, 2007

DATE: 11/30/07

**MOU NEGOTIATIONS
BETWEEN
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE), LOCAL 21
Units 06 & 025
AND THE
COUNTY OF ALAMEDA**

**COUNTY COUNTER PROPOSAL TO
UNION NO. 11**

September 5, 2007

Intent: To increase the yearly maximum allowable vacation sellback by five (5) days (from 15 days to 20 days) for fiscal years 2007-2008 and 2008-2009.

SIDELETTER Temporary increase to yearly maximum allowable vacation sellback to all PACE, Local 21 represented employees.

VACATION SELLBACK

The parties agree to increase the yearly maximum allowable vacation sellback from fifteen (15) days to twenty (20) days for fiscal years 2007-2008 and 2008-2009. The yearly maximum allowable vacation sellback for all PACE, Local 21 represented employees shall return to fifteen (15) days in fiscal year 2009-2010.

For the County:

Glenn Bulthuis
Ally
Emmie Hill
[Signature]
[Signature]

DATE: Sept 5, 2009

For PACE, Local 21:

Orchie Carson, 1 FTE Local 21
Dina Duan-Tutube
Jaine V. Leon
Wildad Duan
Burt Johnson
Brian Brumby

DATE: September 5, 2007

2007 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
PACE, LOCAL 21
AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

Social Services Agency

September 5, 2007

The County agrees to modify the Alameda County Salary Ordinance Section 6-2 as follows, effective two payperiods subsequent to adoption of the PACE MOU:

PACE represented employees in Job Code 6750 Child Welfare Supervisor, and 6284 Supervising Child Care Worker, of the Social Services Agency and who are required to work at least five-eighths of their normal work schedule between 4:30 p.m. and 12 a.m., shall be paid at a rate of 7 percent over and above their normal biweekly or hourly rate of pay for the entire shift so worked.

FOR THE COUNTY

Glenn Butkema
Devi
Emmie J. Hill
Tom
[Signature]

FOR PACE Local 21

Vivie Carson IFPTE Local 21
Debi Susan-Zelucha
Vivied Dows
Dave E. Johnson
Paul T. Bralley
Jaine V. Lee

DATE: September 5, 2007

SIDELETTER OF AGREEMENT

BETWEEN

**PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA**

November 30, 2007

This Sideletter of Agreement provides that if requested in writing by the County, the County and PACE, Local 21, agree to meet and confer regarding the Flextime Guidelines for Management and Supervisory Employees, Sideletter of Agreement dated November 8, 2004. The meet and confer sessions are not subject to Section 20 Scope of Agreement of the Memorandum of Understanding between PACE, Local 21 and the County of Alameda.

The County may only exercise this request to meet and confer if the County modifies its current Flextime Guidelines with SEIU Local 1021.

FOR THE COUNTY:

Glenn Burkheim
Ermyie Hill
[Signature]
[Signature]

FOR PACE, Local 21:

Verlice Carson, Local 21
Wendy Dawson, SSA PACE
Jairre V. Leon SSA/PACE

Date: 11/30/07

SIDELETTER OF AGREEMENT

BETWEEN

**PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA**

**FLEXTIME FOR MANAGEMENT AND SUPERVISORY EMPLOYEES REPRESENTED BY
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES, LOCAL 21**

Intent: To include half hour lunch breaks for 4-day and 9-day flextime schedules.

This Sideletter of Agreement provides that County employees within The Social Services Agency represented by the Professional Association of County Employees, Local 21, shall be eligible, with supervisory approval, to participate in the following flextime program:

1. SCHEDULING

Pursuant to Section 7 - 3 of the Salary Ordinance, the 40-hour workweek may be flexibly scheduled consistent with the operating needs of the department.

These options will be made available to all management staff represented by The Professional Association of County Employees, Local 21, subject to minimum coverage standards and exceptions due to functional assignments and performance-related issues. Minimum coverage shall be determined by the Social Services Agency. The Social Services Agency retains the right to make changes to the elements of this agreement. These changes shall not occur until after the completion of the meet and confer process. Flextime scheduling may be suspended for short periods of time as necessary to implement organizational changes. The suspensions of flextime scheduling due to organizational changes shall not occur until after the completion of the meet and confer process.

A. Regular Schedule

1. 8:00 a.m. - 5:00 p.m., with lunch from 12:00 noon - 1:00 p.m.
2. 8:00 a.m. - 4:30 p.m., with 30 minute lunch.
3. 8:30 a.m. - 5:00 p.m., with 30 minute lunch

B. Five – Day Adjusted Arrival/Departure Time

No five day adjusted arrival/departure option.

C. Four-Day Compressed Workweek

Definition: The four-day compressed workweek provides employees with one day off each week by adjusting the 40 hour schedule over four rather than five days. An employee choosing this option must work four 10-hour days per week.

1. 7:00 a.m. – 6:00 p.m., with lunch from between 12:00 noon – 1:00 p.m.
2. 7:00 a.m. – 5:30 p.m., with 30 minute lunch
3. 7:30 a.m. – 6:00 p.m., with 30 minute lunch

D. Nine-Day pay period

Definition: The employee may choose to have one day off per biweekly pay period by working 80 hours in nine days instead of ten days. A management employee selecting the nine-day pay period plan must make a choice of one of the following three schedules, which provide for five, 9 hour days during one week of a pay period (45 hours), and three, 9 hour days and one 8 hour day during the other week of a pay period (35 hours).

1. (8x9) 7:00 a.m. – 5:00 p.m., with 1 hour lunch
(1X8) 7:00 a.m. – 4:00 p.m., with 1 hour lunch
2. (8x9) 7:30 a.m. – 5:30 p.m., with 1 hour lunch
(1x8) 8:00 a.m. – 5:00 p.m., with 1 hour lunch
3. (8x9) 8:00 a.m. – 6:00 p.m., with 1 hour lunch
(1x8) 8:00 a.m. – 5:00 p.m., with 1 hour lunch
4. (8x9) 7:00 a.m. – 4:30 p.m., with 30 minute lunch
(1X8) 7:00 a.m. – 4:00 p.m., with 1 hour lunch
5. (8x9) 7:30 a.m. – 5:00 p.m., with 30 minute lunch
(1x8) 8:00 a.m. – 4:30 p.m., with 30 minute lunch
6. (8x9) 8:00 a.m. – 5:30 p.m., with 30 minute lunch
(1x8) 8:00 a.m. – 4:30 p.m., with 30 minute lunch
7. (8x9) 7:30 a.m. – 5:00 p.m., with 30 minute lunch
(1X8) 7:30 a.m. – 4:00 p.m., with 30 minute lunch
8. (8x9) 8:00 a.m. – 5:30 p.m., with 30 minute lunch
(1x8) 8:30 a.m. – 5:00 p.m., with 30 minute lunch
9. (8x9) 8:30 a.m. – 6:00 p.m., with 30 minute lunch
(1x8) 8:30 a.m. – 5:00 p.m., with 30 minute lunch

E. Holiday Scheduling

1. Scheduling for holidays must be considered in advance and finalized in the work schedule. A management or supervisory employee shall be compensated for eight hours holiday pay for both legal holidays as defined in the Memorandum of Understanding and his/her Floating Holidays.
2. In preparing a schedule during the period in which a holiday falls a management employee on a four-day option may not flex. Management employees shall work a regular workweek in all weeks that contain a scheduled holiday.
3. In preparing a schedule during a period in which a holiday falls, employees on the nine-day option may elect the following alternatives (subject to minimum coverage).
 - a. To work a regular ten-day pay period in a pay period that contains a scheduled holiday.
 - b. If the holiday falls on an employee's regularly scheduled flex day off, the employee may adjust his/her schedule to work three, 9 hour days during the short work week and choose an alternative flex day off within that week with the supervisor's approval.
 - c. When a holiday falls on a regularly scheduled workday, the employee will be credited with eight hours holiday pay. If the holiday falls on a nine-hour work day, the employee will make-up the difference between nine hours and eight hours during the pay period by taking one hour of vacation.

F. Leave Reporting/Accruals

There will be no change in the accrual and use of vacation or sick leave. Accruals and use of these leaves will continue to be accounted on an hourly basis.

G. Core Days

Core days will be Tuesdays, Wednesdays and Thursdays. Flex days on these plans shall only be on Mondays or Fridays.

H. Scheduling Periods

A scheduling period shall consist of six months in duration.

I. Scheduling of Transferred Employees

1. Subject to supervisor's approval, all transferred employees shall have the following options, until the beginning of the next scheduling period:

- a. Assume an 8:00 a.m. to 5:00 p.m. schedule.
- b. Adopt another schedule, which does not conflict with the rest of the division's schedule, and meets minimum coverage.

J. Scheduling of Probationary Employees:

Probationary employees will initially be required to work an 8:00 a.m. - 5:00 p.m. with lunch from 12:00 noon - 1:00 p.m. Scheduled flexible work schedules for probationary employees may be permitted subsequently at the discretion of the supervisor.

FOR THE COUNTY:

Glynn Bulchimer
Raur Harris

FOR PACE:

Jaine V. Leo
Ronan G. Jackson, leader
Thomas D. Kala
Debi Duncan - leader

DATE: 11/8/04

SIDELETTER OF AGREEMENT

BETWEEN

**PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA**

**FLEXTIME FOR MANAGEMENT AND SUPERVISORY EMPLOYEES REPRESENTED BY
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES, LOCAL 21**

This Sideletter of Agreement provides that County employees within The Social Services Agency represented by the Professional Association of County Employees, Local 21, shall be eligible, with supervisory approval, to participate in the following flextime program:

1. SCHEDULING

Pursuant to Section 7 – Z of the Salary Ordinance, the 40-hour workweek may be flexibly scheduled consistent with the operating needs of the department.

These options will be made available to all management staff represented by The Professional Association of County Employees, Local 21, subject to minimum coverage standards and exceptions due to functional assignments and performance-related issues. Minimum coverage shall be determined by the Social Services Agency. The Social Services Agency retains the right to make changes to the elements of this agreement. These changes shall not occur until after the completion of the meet and confer process. Flextime scheduling may be suspended for short periods of time as necessary to implement organizational changes. The suspensions of flextime scheduling due to organizational changes shall not occur until after the completion of the meet and confer process.

A. Regular Schedule

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E. Holiday Scheduling

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2. In preparing a schedule during the period in which a holiday falls a management employee on a four-day option may not flex. Management employees shall work a regular workweek in all weeks that contain a scheduled holiday.
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 - a. To work a regular ten-day pay period in a pay period that contains a scheduled holiday.
 - b. If the holiday falls on an employee's regularly scheduled flex day off, the employee may adjust his/her schedule to work three, 9 hour days during the short work week and choose an alternative flex day off within that week with the supervisor's approval.
 - c. When a holiday falls on a regularly scheduled workday, the employee will be credited with eight hours holiday pay. If the holiday falls on a nine-hour work day, the employee will make-up the difference between nine hours and eight hours during the pay period by taking one hour of vacation.

F. Leave Reporting/Accruals

There will be no change in the accrual and use of vacation or sick leave. Accruals and use of these leaves will continue to be accounted on an hourly basis.

G. Core Days

Core days will be Tuesdays, Wednesdays and Thursdays. Flex days on these plans shall only be on Mondays or Fridays.

H. Scheduling Periods

A scheduling period shall consist of six months in duration.

I. Scheduling of Transferred Employees

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- b. Adopt another schedule, which does not conflict with the rest of the division's schedule, and meets minimum coverage.

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Probationary employees will initially be required to work an 8:00 a.m. – 5:00 p.m. with lunch from 12:00 noon – 1:00 p.m. Scheduled flexible work schedules for probationary employees may be permitted subsequently at the discretion of the supervisor.

FOR THE COUNTY:

Emmie J. Helf
Rep / 4 Sectors
Cynthia Barton
Helem Bulcher

FOR PACE:

Paula P. Maloney
Rep. Maloney
~~[Signature]~~
Barbara Brown

Date: Sept 25, 2009

9/25/01

SIDELETTER OF AGREEMENT

BETWEEN

**PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA**

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

This sideletter of agreement provides that County employees represented by the Professional Association of County Employees Local 21, and who are members of the Alameda County Employees' Retirement Association (ACERA) shall be afforded paid release time to attend two ACERA sponsored workshops or seminars per year.

Upon ten working days advance notice by the employee to his/her supervisor, an employee, who is a member of ACERA, shall be granted paid release time to attend two ACERA sponsored workshops/seminars per year which are held during the employee's scheduled working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the session site. Planning sessions for jurisdictions other than the County of Alameda are exempted from this sideletter.

With prior notice to the immediate supervisor, additional leave may be granted by the Agency/Department Head and charged to the employee's accrued vacation, compensatory time, in-lieu holiday and floating holiday balance.

An Agency/Department shall not deny a request for this leave except for reasons critical to the operation of the Agency/Department.

FOR THE COUNTY:

Allen Burke
Henry Williams
David Hill
Emmie J. Hill

FOR PACE:

Barbara Benson
Bob Maloney
Barbara Benson
Jessie McLeod

Date: March 8, 2001

**SIDELETTER OF AGREEMENT
AMENDING THE 2001-2005
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES/FPTE, LOCAL 21
(REPRESENTATION UNIT S-25)
AND
THE COUNTY OF ALAMEDA**

**ALAMEDA COUNTY EMPLOYEE RETIREMENT ASSOCIATION
General Members**

Assembly Bill 616 adopted by the State Legislature authorizes three service formula options to the 1937 Retirement Act Counties subject to approval of the Board of Supervisors.

The parties agree to hold informational discussions regarding alternative service retirement options during the term of this MOU. The parties agree that these informational discussions regarding retirement benefits are exploratory in nature and are not subject to the provisions, obligations or protections of the Meyers-Milias-Brown Act (MMBA) (Government Code Section 3500 et seq.). In the event there is no agreement to reopen negotiations to modify a current MOU, the current MOU will remain in full force and effect, through and including its termination date.

This does not constitute a commitment on the part of the County to grant any additional retirement benefits. However, the County agrees to explore funding options and possible implementation strategies during the term of agreement.


For the County

Glenn Berkheimer

Cynthia Baron

2/21/07
DATE

For PACE



SIDELETTER OF AGREEMENT

BETWEEN

PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA

SALARY SURVEY

The parties agree that future salary surveys will continue to compare Alameda County to the ten largest counties plus the State of California. In addition the County will also provide PACE with the Bay Area survey data, which will include the counties of Alameda, Santa Clara, Contra Costa, San Francisco, San Mateo and Marin. Both surveys will include the following items:

- Top base salary step
- Retirement
- Retirement Pick-up
- Social Security
- Medical, Dental, Life and Vision
- Management Benefits Package (cash benefits only, not paid administrative leaves)

There is no commitment on the part of the County to pay the average salary resulting from the total compensation salary survey and no commitment to implement the results of the total compensation salary survey conducted. It is not the intent of the County to recommend a reduction in pay for classifications that are above the survey results.

The County will conduct the above described surveys and will provide the information to PACE for future contract negotiations.

FOR THE COUNTY:

Glenn Bullock
Tommy A. Soto
Emmie J. Hill
Cynthia Barton

FOR PACE:

Barbara Berman
Jessie McLean
[Signature]
Donna Maloney
Barbara [Signature]

Date: Sept 25, 2001

SIDELETTER OF AGREEMENT

PACE SPAN OF CONTROL

This sideletter pertains to Supervising Eligibility Technicians I, in the Economic Benefits Division Offices, who are required to act as the Section Head and/or Division Director in his/her absence.

This sideletter provides the procedure to be followed when it becomes necessary for a Supervising Eligibility Technician I to act for the Section Head and/or Division Director in his/her absence. Decisions regarding operating needs of the section, emergencies, or unforeseeable circumstances relating to the provisions of this sideletter, are at the discretion of the Section Head and/or Division Director and the Agency, and as such, shall not be grievable.

The Division Director and/or the Section Head shall endeavor to equitably distribute such coverage as defined in paragraph two above among those Supervising Eligibility Technicians I in the section in such a manner that in any 30-day period such coverage shall not fall disproportionately on any one supervisor. The distribution of such coverage is not grievable.

In the distribution of such coverage as defined above, the Section Head and/or Division director shall ask for volunteers first. If no volunteers are available, the Section Head and /or Division Director shall distribute such coverage on a rotating basis throughout the section.

For the County:

John Hughes
Angie Z. Halber

For the Union:

Allen [unclear]
Stewart Smith
[unclear]
[unclear]

Dated: 7/27/93

ALAMEDA COUNTY BOARD OF SUPERVISORS

** MINUTE ORDER **

The following was action taken by the Board of Supervisors on June 17, 2008

Approved as Recommended Other

Read titles, waived reading of ordinances in their entirety and adopted Ordinances O-2008-22; O-2008-23 and O-2008-24

Unanimous Carson Lai-Bitker Miley Steele Haggerty - 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) _____
- Ordinance(s) O-2008-22; O-2008-23 and O-2008-24
- Contract(s): _____

File No. 23518
Item No. 25A-C

Copies sent to:

Special Notes:



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

ATTEST:
Crystal Hishida Graff, Clerk of the Board
Board of Supervisors

By: R. Bailey
Deputy

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