

**MEMORANDUM
OF
UNDERSTANDING**

**International Federation of Professional and
Technical Engineers, Local 21
Civil Engineers Management Unit (CEMU)
And
The County of Alameda**



June 27, 2009 – July 7, 2012

**2009 – 2012
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 21
CIVIL ENGINEERS MANAGEMENT UNIT (CEMU)
AND
THE COUNTY OF ALAMEDA**

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AND
THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter named as "COUNTY", and the Civil Engineers Management Unit (CEMU), Local Union 21, of the International Federation of Professional and Technical Engineers, AFL-CIO, hereafter designated as "UNION," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period June 27, 2009 through July 7, 2012 for those employees working in the representation unit referred to in Section 1. hereof.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time and part-time permanent and probationary employees in supervisory representation Bargaining Unit 030 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 Union shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining unit. Such placement shall be by mutual consent. In the case of a 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 of the disagreement. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties of the disagreement.

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of Alameda County together with its obligations to the employees which the Union represents.

SECTION 2. NO DISCRIMINATION

- A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way be favored or discriminated against because of his/her political or religious opinions or affiliations, or because of age, race, sex, or national origin, sexual orientation, or religion and to the extent prohibited by law, physical/mental disabilities or medical conditions. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C, which is incorporated by reference to this Memorandum of Understanding and shall be excluded from the Grievance Procedure.
- 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 030 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. PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues from employees' pay in represented classes in Representation Unit 030 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 units to which employees are assigned.

The County shall deduct from employee earnings once each pay period for membership dues in the International Federation of Professional and 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.

- F. HOLD HARMLESS.** Union shall indemnify and hold the County and Auditor-Controller 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. UNION BULLETIN BOARD; MEETINGS; ACCESS TO EMPLOYEES

- A. USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed 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 County shall provide one copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

SECTION 5. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

- A. RELEASE TIME FOR NEGOTIATIONS.** Employee representatives of the Union's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations.
- B. 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 the Union in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- C. 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 Article 2-13 of the County Administrative Code.

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.

- D. 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.

E. 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 the investigation of facts and assist in the presentation of a grievance.
2. Obtain Permission: To obtain permission to investigate a grievance during 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. 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 time 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.
3. Employee representatives/employees who participate in the meet and confer process and/or participate on a labor management committee, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

F. 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 representatives 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.

G. 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 6. HOURS OF WORK AND REST PERIODS

A. HOURS OF WORK. Hours of work in the normal workday shall be 8 hours; the normal workweek shall consist of 40 hours for all employees covered by this Memorandum of Understanding.

B. REST PERIODS. Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours' duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his/her right to said rest period and any right or compensation therefore. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.

SECTION 7. HOLIDAYS

A. HOLIDAYS DEFINED

Paid holidays shall be:

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

A. FLOATING HOLIDAY

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

Effective January 1, 2010, floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based upon the employee's full-time status. The adjustment to the floating holiday hour balance shall not exceed the full-time equivalent amount for four days of floating holidays (32 hours for 80 hour pay period employees and 30 hours for 75 hour per pay period employees or the full time equivalent amount in effect for the calendar year). After July 1 of the calendar year, no adjustment will be made to the floating holiday hour balance.

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

In the event that January 1; February 12, known as "Lincoln's birthday", July 4th; November 11, known as "Veterans Day"; or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three 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 8. MEDICAL AND DENTAL PLANS

A. MEDICAL PLANS

1. Medical Plan Coverage for Full-time Employees

- a. For coverage from June 27, 2009 to September 30, 2010, 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 comprehensive group Medical Plans for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents.

The benefit plan design offered through a comprehensive group Medical Plan shall be available to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of Medical Plan changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute Medical Plan benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

- b. The County contribution toward the medical carrier premiums shall be the full cost of the lowest cost HMO premium for eligible, full-time employees. If an employee is on paid status for less than a full-time basis, the County contribution shall be as specified in 8.A.2.

Effective September 3, 2010 through the remaining term of the MOU, the County and covered employees will share in the cost of health care premiums. The County will pay 90% of the total premium of an HMO plan or 90% of the total premium of the lowest cost HMO plan toward the total premium for a PPO/Indemnity Plan:

- 1) The County shall contribute 90% of the total monthly premium for an HMO at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family) in a plan year.
- 2) The County shall contribute 90% of the total premium of the lowest cost HMO toward the total monthly premium of the PPO plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a plan year.

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 the comprehensive group health plan by a Health Maintenance Organization or the PPO/Indemnity options as provided for full time employees; provided, however, that the employee is scheduled to work at least 50% of the normal full-time work week for the job classification.

From June 27, 2009 to August 20, 2010, the County's contribution toward the provider's premiums for such plan shall be the full-time contribution of the lowest cost HMO provider 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 scheduled to work at least 50% of the normal full-time biweekly pay period for the job classification. If an employee is not scheduled to work at least 50% of the normal full-time biweekly pay period for the classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

From September 3, 2010 through the remaining term of the MOU, the county's contribution toward the provider's premium shall be 90% of the total monthly premium for an HMO 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 that the employee must be on paid status at least 50% of the normal full-time biweekly pay period for the job classification. Part-time employees who choose the PPO/Indemnity plan will receive 90% of the total premium of the lowest cost HMO plan toward the total biweekly premium, prorated each pay period based upon a proportion of 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 percent of the normal full-time biweekly pay period for the classification. If an employee is not on paid status at least 50% of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

3. **Duplicate Coverage.** This section applies to married County employees (and employees in domestic partnerships (as defined in Appendix B) when both are 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 employees in a domestic partnership, 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 membership together 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. Effective February 1, 2010, there will no longer be a PPO Spousal plan.
 - e) Up to one full HMO membership with up to one full family alternative HMO option membership.

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 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.

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. **Modifications to Medical Plans.** The parties agree that the County may make changes during the term of the Memorandum of Understanding to the Medical Plans which do not materially impact the medical benefits upon notice to the union. Upon receipt of such notice, the union may request to meet with the County.

6. **30-Day Re-Enrollment.** For employees who are enrolled in a County sponsored Medical Plan, and experience a Change in Status such as: marriage, adoption, or loss of medical coverage by spouse/domestic partner, or change in job title must within 30 calendar days of the change in status, enroll in or add dependents to one of the County sponsored Medical Plans.
7. **Open Enrollment.** Eligible employees may choose from among a Health Maintenance Organizations or PPO/Indemnity Medical Plan during an Open Enrollment period held annually.

B. DENTAL PLAN

1. **Dental Plan Coverage for Full-Time Employees.**

- a. The County shall contribute the cost of the provider's charge for a Dental Plan for full-time employees and their dependents, including domestic partners (as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 % 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. This contribution shall apply to the Dental Plan options listed below.
 1. A PPO/Indemnity Plan
 2. A supplemental spousal Plan
 3. A pre-paid, closed panel Dental Plan.
- b. The benefit plan design offered through a Dental Plan shall be available to the extent that the carrier continues to offer these benefits and the County continues to contract with the dental carrier. 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 a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes. The maximum annual benefit for each covered individual is \$1,200 for PPO/Indemnity Dental Plan. The maximum annual benefit for each covered individual shall be increased to \$1,450 effective with the first full pay period following adoption of the Memorandum of Understanding for PPO/Indemnity dental plans.

2. **Dental Plan Coverage for Less than Full-Time Employees and Services-As-Needed Employees.** The County shall contribute the full cost of the provider's charge for a dental plan for **less than full time** employees and their dependents, provided, however, that the employee is on paid status at least 50 % of the normal full-time pay period for the job classification.

The Dental Plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in B.1. above. To participate, an employee working in a classification normally subject to a 40-hour work week must be on paid status at least 40 hours in each and every biweekly pay period and an employee working in a classification normally subject to a 37.5 hour work week must be on paid status at least 37.5 hours in each and every biweekly pay period.

Should an employee fail to have been on paid status at least 37.5/40 hours in any biweekly pay period for reasons other than those stated in Section 8.B.5, they will be responsible for the biweekly premium payment for that benefit.

3. **Duplicative Coverage:** This section applies to married County employees and employees in domestic partnerships (as defined in Appendix B), when both are 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 dental plan. Married County employees and employees in domestic partnerships, both employed by the County, shall be entitled to one choice from the following list of Dental Plan coverages:

- a. Up to one full family PPO/Indemnity plan together with up to one full supplemental spousal plan.
 - b. Up to one full family PPO/Indemnity plan together with up to one full pre-paid closed panel Dental Plan.
 - c. Up to one full pre-paid closed panel Dental Plan.
 - d. Up to one full family PPO/Indemnity plan.
4. **Effect of Authorized Leave Without Pay.** 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. Those whose Dental Plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within 30 calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums and waiting periods.
5. **30-Day Re-Enrollment.** For employees who are enrolled in the Spousal Plan, an employee whose spouse's or domestic partner's Dental Plan coverage is no longer available, may, within 30 calendar days of such loss of coverage, enroll in a County Indemnity Plan as a new member.
6. **Open Enrollment.** Eligible employees may choose from among these options during the annual Open Enrollment period held annually. Premiums of all County dental options will be paid according to dependent and enrollment status (single, two-party, or family).

C. MEDICAL AND DENTAL COVERAGE. During the term of this MOU, the County and the Union shall investigate the feasibility of offering or eliminating alternative Medical and/or Dental Plan(s).

The Union and the County agree to participate in good faith in meet and confer discussions concerning the County's Medical Plans during the term of the MOU. Both parties agree that revisions in Medical Plans may be necessary to reduce costs to both employees and the County. 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 health and dental plans.

SECTION 9. AFFIRMATIVE ACTION

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

SECTION 10. NOTICE OF LAYOFFS

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

SECTION 11. LEAVES OF ABSENCE

- A. LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereinafter provided.
- B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of his/her military orders which specify the dates and duration of such leave. If such employee shall have been continuously employed by the County for at least one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:
1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
 2. During the period specified in subsection A. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
 3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
 4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave. Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.
- D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Agency/Department Head may grant an employee a leave of absence without pay from his position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.
- F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one year.
- G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.

- H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.
- I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.
- J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.
- K. DEATH IN IMMEDIATE FAMILY.** A regularly 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, spouse, domestic partner or child of a domestic partner (upon submission of an affidavit as defined in Appendix B. or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law or 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.

- L. PREGNANCY & CHILD BONDING LEAVE.** An employee is entitled to a pregnancy and child bonding leave of up to six months. 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 workweek 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 Section 13 of this Memorandum of Understanding. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make 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.

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

An employee may elect to take accrued vacation or 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 workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless the employee is otherwise eligible to use it as provided in Section 13.H.

Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make 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.

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

SECTION 12. VACATION LEAVE

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

A. VACATION ACCRUAL

1. Effective July 7, 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 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 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

1. For persons employed after January 1, 1956.

- a. An employee who accrues vacation leave pursuant to subsections 12A (1), 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 12C.
- b. Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level which 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.

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 2002, shall be no more than two times the 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
10 days	20 days
15 days	30 days
20 days	40 days
25 days	50 days

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

E. MAXIMUM ALLOWABLE VACATION BALANCE. As of the pay period containing January 1, 2002 and every such pay period containing January 1 thereafter, the vacation leave balance of any employee which exceeds the maximum vacation balance level will be adjusted downward to the maximum vacation balance level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. 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 an 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 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 (Ref. Appendix B.) per each event of maternity, paternity and adoption.
- M. CONTINUATION OF SECTION.** This Section 12. shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on July 7, 2012, as provided in Section 26., and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.
- N. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter a bargaining unit covered by this Agreement after January 1, 2001 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 "maximum allowable vacation balance" is already applicable.

After two full calendar years, the vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance allowable (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.

- O. VACATION PURCHASE PLAN.** All eligible 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 12A. of this MOU. Part time and intermittent employees may not purchase vacation.

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.
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 employee agrees as a condition of participation that 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 amount of the deduction from future pay warrants to cover the cost of the purchased vacation.
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 changes status from eligible to purchase vacation to a non eligible status:

The County shall cease deductions and no additional days will be allowed for purchase.

- a. The County shall adjust the purchased vacation balance by any unpaid time.
 - b. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
 - c. The employee shall be paid for the time not taken as of the 1st pay period of the following year.
 - d. If the employee has used the purchased vacation time prior to completing payment, the County reserves the right to recover the cost from the employee at the time of ineligibility.
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 12J or when using vacation during a pay period which includes a County holiday, purchased vacation must be utilized before vacation balances accrued pursuant to Section 12A. or 12E. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 12A., then purchased vacation may be utilized for Personal Leave granted under Section 12J.
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 12B. or 12E. of this MOU.
13. Effective September 5, 2010, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave and vacation time for all bi-weekly hours or portions thereof coded as purchased vacation. These prorated premium costs shall be deducted from the employee's pay check for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation or sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards County seniority, hours in step or towards the completion of the probationary period or retirement service credit.

a. **Medical premiums**

- 1) The employee will pay a prorated amount of the County's contribution toward medical premiums based on Vacation Buy hours used.
- 2) If the employee uses more than 37.5/40 Vacation Buy hours in a pay period, the employee will be responsible for the entire medical premium.

b. **Dental premiums** – If the employee uses more than 37.5/40 Vacation Buy hours in a pay period, the employee will be responsible for the entire dental premium.

c. **Leave Accruals** – The employee will not accrue sick leave or vacation when using Vacation Buy hours.

d. **Retirement** – The County will not contribute towards retirement when using Vacation Buy hours.

- e. **Seniority** – The employee will not accrue seniority when using Vacation Buy hours.
- f. **Time Reporting** – The employee will need to use the new time reporting code “VBN” when using Vacation Buy hours.
- g. **Holidays**
 - 1) The employee will not be eligible to receive holiday pay if the employee uses Vacation Buy hours the day before and/or the day after a holiday, and
 - 2) Holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.

SECTION 13. SICK LEAVE

- A. **SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee for illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee or exposure to contagious disease.
- B. **EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular or provisional appointment in the County service, and otherwise subject to the provisions of this Memorandum of Understanding.
- C. **SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** 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.** 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 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 industrial sick leave wage continuation 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 August 8, 2010, for any injury that occurs on or after July 11, 2010, 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 Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) days from the date of

sickness or injury resulting in the disability. Following two hundred seventy (270) days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than 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.

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted industrial sick leave wage continuation 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 workdays for the first three workdays of such incapacity.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 13.C.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 and stationary,
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation,
 - d. Who is retired on permanent disability and/or disability retirement pension,
 - e. Who unreasonably refuses to accept other County employment for which 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 re-injury or 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 wage continuation 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 July 11, 2010, employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive industrial sick leave wage continuation 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 thirty (30) minutes to and from the medical facility. Such leave shall be granted for up to six months from the date of injury, but shall not be granted once an employee is declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

D. CUMULATIVE SICK LEAVE PLAN

1. **Accumulation of Sick Leave for Full-Time Employees.** 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 up to a maximum accumulation of 155 - 8 hour work days of unused sick leave with pay entitlement. 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.
2. **Accumulation of Sick Leave for Full-Time Employees.** Effective December 28, 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.
3. **Accumulation of Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work **less than the full time** 40 hour work week base shall accrue sick leave pursuant to Section 13.D.1 above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.
4. **Accumulation of Sick Leave for Part-Time Employees.** Effective December 28, 2008, each employee who is regularly scheduled to work **less than the full time** 40 hour work week base shall accrue sick leave pursuant to Section 13.D.1 above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base.

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

1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975 through September 2, 1979.
2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.

3. **Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:
- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to Subsection 13.D. hereof, including sick leave bonuses,
 - b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
 - c. the injury or illness was not incurred in the course of employment, AND
 - d. the employee has not incurred a break in service subsequent to June 24, 1979.
- F. MEDICAL REPORT.** The Agency/Department Head as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Agency/Department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or the employee's family member.
- G. FAMILY SICK LEAVE.** Employees are eligible to use, in any calendar year, up to nine days of sick leave to care for an ill family member; time reasonably necessary to arrange for care of an ill family member by others and/or to accompany a family member to medical and dental appointments. For the purposes of this subsection, "family member" means mother, step-mother, father, step-father, spouse, domestic partner or child of a domestic partner, (upon submission of an affidavit as defined in Appendix B. or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), son, step-son, daughter, step-daughter, 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.
- H. SICK LEAVE DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.
- I. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employees' Retirement Association and who retire shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement.

SECTION 14. WAGES

- A.** There shall be no salary increases for the duration of this Memorandum of Understanding.
- B.** Effective December 22, 2002, 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 Employee Retirement Association in an amount equal to three percent (3%) of the employee's salary.
- C.** Effective December 22, 2002, for those current employees who are 30 year members of the Alameda County Employees' Retirement Association (ACERA), and do not make contributions to the Alameda County Employees' Retirement Association (ACERA) because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401A plan pursuant to IRC 414 (h)(2) established by the County.
- D.** The County contribution set forth in Section 14.B and C 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 15. GRIEVANCE PROCEDURE

- A. DEFINITION.** A grievance under this Memorandum of Understanding is limited to only those instances where an employee or group of employees or the Union alleges in writing that the County has failed to provide a condition of employment which is specifically established by this Memorandum of Understanding, as adopted by ordinance, by written agency/departmental rules, or in the annual Salary Ordinance, and that the provision is directly relevant to the grievance or the grievant, 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 of the grievance is a 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 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 fifteen working days after holding the grievance hearing for a grievance filed by an individual and twenty working days after holding the grievance hearing of a Union grievance filed pursuant to this section in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her

representative and the Agency/Department Head, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or his/her representative.

- D. UNION GRIEVANCE.** The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by the Board of Supervisors in Chapter 3.04 of the County of Alameda Administrative Code, 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 fifth 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 the American Arbitration Union 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 not have the power to amend this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Alameda County Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of the Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection herewith. 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 after the date upon which the County has allegedly failed to provide a condition of employment. This 60 calendar day filing requirement is tolled only in the following applications:

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

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

M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding Subsection L. above, in no event shall any grievance include a claim for money relief for more than a 60-day period. The application of this period shall be as follows. The earlier of:

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

This provision does not establish any limit for liability accruing after a grievance is filed. An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the 60-day period as set forth herein.

N. 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.

O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 15. K. and L. 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. MILEAGE

- 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 the Agency/Department Head to use his 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 automobile.
- C. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, 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 by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 17. DISABILITY INSURANCE BENEFITS

- A. PARTICIPATION.** The County shall continue to participate under the State Disability Insurance (SDI) Program.
- B. DISABILITY INSURANCE BENEFITS.**
1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.
 2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.** An employee otherwise eligible for disability insurance benefits shall have the choice of:
 - a. not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, or
 - b. applying for disability insurance benefits and the using of accrued paid sick leave, and, with the consent of the Agency/Department Head, vacation leave, compensating time off, floating holiday pay, and/or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two and divided by 80. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave,

vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour), represented by the amount paid as such supplement.

3. **Amount of Supplement.** The amount of the supplement provided in subsection 17.B.2.b. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including bilingual differential pay, and the "weekly benefit amount" multiplied by two and divided by 80.
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.
5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 8., employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to full-time work.

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

SECTION 18. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if s/he has suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work his/her regularly scheduled number of hours.

Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

Eligibility:

- A. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- B. 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.

- C. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
- D. A recipient employee is eligible to receive 180 working days of donated time per employment.
- E. Donations shall be made in full-day increments of 8 hours, and are irrevocable. The maximum that may be donated in a calendar year is two donor employee's days per recipient except that effective January 1, 1996 a husband and wife and domestic partners (as defined in Appendix B), both employed by the County, may donate unlimited amounts of time between one another. In addition, effective January 1, 1997, employees with vacation balance that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool. Effective (two pay periods following adoption of the Memorandum of Understanding), employees may donate unlimited amounts of time. All donations are irrevocable.
- F. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G. 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.
- H. 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.
- I. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.
- J. 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 19. LONG TERM DISABILITY INSURANCE POLICY

Effective April 8, 2005, disability insurance policies will be made available. **Coverage 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 20. 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. Effective January 1, 2010, the County's contribution towards M-designated benefits shall be increased to no more than \$2,450 per calendar year: Effective January 1, 2011, the County's contribution towards M-designated benefits shall be increased from \$2,450 to \$2,900 per calendar year.

SECTION 21. BILINGUAL PAY

Effective August 22, 2010, and upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, a person occupying a position designated as

requiring fluency in a language other than English shall receive an additional \$40.00 per biweekly pay period. A person occupying such a position and having fluency in three or more languages shall receive \$45.00 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.

SECTION 22. AGENCY/DEPARTMENT HEAD DEFINED

"Agency/Department Head," as used in this Memorandum of Understanding, shall mean the Agency/Department Head or designee thereof.

SECTION 23. EFFECT OF LEGALLY MANDATED CHANGES

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

SECTION 24. NO STRIKE; NO LOCKOUT

- A. During the term of this Agreement, CEMU, its members, and representatives, agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.
- B. The County will not lock out employees during the term of this Memorandum of Understanding.

SECTION 25. 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 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 26. 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 into the Alameda County Administrative Code 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 27. SCOPE AND TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. 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 the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including July 7, 2012, except for Section 12. Vacation Leave which shall continue in full effect as provided in subsection 12.M.

SIGNED AND ENTERED INTO THIS 18th DAY OF June, 2010.

FOR COUNTY OF ALAMEDA

**FOR CIVIL ENGINEERS MANAGEMENT UNIT
(CEMU) UNION LOCAL 21 OF THE
INTERNATIONAL FEDERATION OF
PROFESSIONAL AND TECHNICAL ENGINEERS,
AFL-CIO OPERATING ENGINEERS, AFL-CIO**

Glenn Berkheimer

Virnie Carson

[Signature]

Frank Becker

Rebecca Chen

Raymond

Amanda Dalton

[Signature]

Cynthia Baron

[Signature]

Mary Welch

Mary Welch, Interim 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 International Federation of Professional and Technical Engineers, Local 21, in Bargaining Unit R030. These wages are established by the Alameda County Board of Supervisors, and are effective on the dates shown. All the job classifications in this Unit have a work week of 40 hours.

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
2215	PA	Architect	07/27/2008	3610.40	3790.40	3980.00	4176.80	4393.60
2213	SM	Architectural Engineering Mgr	07/27/2008	3243.20	3392.80	3557.60	3722.40	3900.00
2207	PA	Architectural Project Manager	07/27/2008	3134.40	3280.80	3434.40	3598.40	3769.60
2155	SM	Associate Land Surveyor	07/27/2008	3555.20	3770.40	3933.60	4160.00	4363.20
2518	SM	Asst Chief Right of Way Agent	07/27/2008	3333.60	3492.00	3670.40	3856.80	4042.40
8345	SM	Building Official	07/27/2008	3802.40	3988.80	4188.00	4396.80	4629.60
2520	SM	Chief Right of Way Agent	07/27/2008	3564.00	3744.80	3929.60	4123.20	4339.20
9693	PA	Construction Program Manager	07/27/2008	3488.80				4893.60
9694	PA	Construction Project Manager	07/27/2008	2912.80	3048.80	3191.20	3344.00	3503.20
9699	SM	Energy Program Manager	07/27/2008	3715.20				4521.60
9696	PA	Energy Project Manager	07/27/2008	3050.40	3192.80	3342.40	3503.20	3669.60
9698	PA	Environmental Program Manager	07/27/2008	3715.20				4521.60
9697	PA	Environmental Project Manager	07/27/2008	3050.40	3192.80	3342.40	3503.20	3669.60
9690	EM	Facilities Manager	07/27/2008	3372.00				4729.60
2030	SM	Principal Civil Engineer	07/27/2008	4440.00	4664.00	4895.20	5132.80	5391.20
9700	PA	Project Manager, GSA	07/27/2008	2964.80	3128.80	3300.80	3482.40	3670.40
9701	PA	Senior Project Manager, GSA	07/27/2008	3422.40	3605.60	3800.80	4008.00	4212.80
2089	SM	Senior Transportation Planner	07/27/2008	3549.60	3720.80	3908.80	4104.80	4309.60
8332	SM	Suprvsing Building Inspector	07/27/2008	3205.60	3357.60	3516.00	3686.40	3867.20

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
2025	SM	Suprvsing Civil Engineer						
			07/27/2008	4035.20	4231.20	4442.40	4664.00	4906.40
2070	SM	Suprvsing Env Comp Specialist						
			07/27/2008	4035.20	4231.20	4442.40	4664.00	4906.40
2157	SM	Suprvsing Land Surveyor						
			07/27/2008	3836.80	4023.20	4224.80	4434.40	4666.40
8309	SM	Suprvsing Plans Checker						
			07/27/2008	3611.20	3800.80	3992.80	4189.60	4401.60

APPENDIX B

DOMESTIC PARTNER DEFINED

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

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

Termination. A member of a domestic partnership may end said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner. For those who filed a State "Declaration Domestic Partnership," a copy of a notarized State of California "Notice of Termination Domestic Partnership" (State Form DP-2) filed with the State of California must be provided to the County.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County or State of California as described herein.

APPENDIX C

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls

within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.

2. Appeal from Decision of Department Head. The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. Review County Affirmative Action Officer. The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.
4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.
6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The director of personnel shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

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**SIDELETTER OF AGREEMENT
BETWEEN THE
CIVIL ENGINEERS MANAGEMENT UNIT (CEMU)
AND
THE COUNTY OF ALAMEDA**

ABSENCES OF LESS THAN A DAY

June 10, 2008

Effective December 28, 2008, Local 21 CEMU represented employees who are exempt from the overtime provisions of the Fair Labor Standards Act, shall have appropriate paid leave balances reduced for absences of less than one work day, except that such employees shall be placed on leave without pay or absence without authorization (AWOL) for absences of less than one work day when paid leave is not used because:

1. permission for its use had not been sought or has been sought and denied;
2. paid leave is exhausted; or
3. the employee chooses to use leave without pay.

FOR THE COUNTY:

Glenn Bulkeimer

Alan

Cynthia Baron

Jibeca Chen

Barbara Jensen

DATE: 6-10-08

FOR CEMU:

Bob Britto

Hank Ricker

Raymond

J. King

Matthew

5-4-10

Tentative Agreement
SIDELETTER OF AGREEMENT
BETWEEN THE
CIVIL ENGINEERS MANAGEMENT UNIT (CEMU)
AND
THE COUNTY OF ALAMEDA
VACATION SELLBACK

This sideletter of agreement replaces the Vacation Sellback sideletter of agreement dated June 26, 2008.

The parties agree to increase the yearly maximum allowable vacation sellback from fifteen (15) days to twenty (20) days for fiscal years 2010-2011 and 2011-2012. The yearly maximum allowable vacation sellback for CEMU shall revert back to fifteen (15) days in fiscal year 2012-2013.

For the County:

Glenm Bertheimer
Cynthia Baron
[Signature]
[Signature]

For IFPTE, Local 21, CEMU:

[Signature]
[Signature]
Gull Gij, IFPTE Local 21
[Signature]
[Signature]
[Signature]

DATE: June 18, 2010

ALAMEDA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

The following was action taken by the Board of Supervisors on July 13, 2010

Approved as Recommended Other

Read titles, waived reading of ordinance in their entirety and adopted Ordinances O-2010-40 and O-2010-42

Unanimous Carson Haggerty Miley Steele Lai-Bitker - 5

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

Documents accompanying this matter:

Ordinance(s) O-2010-40

Ordinance(s) O-2010-42

Contract(s): _____

File No. 26347

Item No. 35

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2010**

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

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

nguyen 092005 updated

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2011**

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

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

inguyen 092005 updated

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2012

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

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

Trnguyen 092005 updated