

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN THE  
PROBATION PEACE OFFICERS' ASSOCIATION  
AND THE  
COUNTY OF ALAMEDA**



August 24, 2009 -- August 29, 2015

2009 - 2015  
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THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County," and the Probation Peace Officers' Association, hereinafter named as "Union," as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect during the period August 24, 2009 through August 29, 2015, for those employees working in Representation Unit 1 and Representation Unit 76 referred to and further described in Section 1 of this Memorandum.

**SECTION 1. RECOGNITION**

- A. The County recognizes the Union as the exclusive bargaining representative for:
1. All full-time permanent and probationary employees in Bargaining Unit I in classifications more particularly enumerated in Appendix A of this Memorandum.
  2. All Intermittent employees and services-as-needed Transportation Workers included in classifications as specifically enumerated in Appendix A, who are regularly scheduled to work two-fifths or more time per pay period.
- B. On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly-created civil service classifications to appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter and if the disagreement involves another employee organization, the arbitrator shall be agreed upon by all parties. Costs of such arbitrations shall be borne equally between the parties to the disagreement.

**SECTION 2. NO DISCRIMINATION**

- A. **DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations, or because of age, race sex, 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 section shall only be processed according to the Uniform Complaint Procedure contained in Appendix C which is incorporated by reference to this Memorandum of Understanding.
- 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.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1. hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Union. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable, provided the employee pays Union dues, a service fee or a charitable contribution.

B. **AGENCY SHOP.**

1. **AGENCY SHOP.** Except as provided otherwise in this subsection B., employees in representation units referred to in Section 1. hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 98 percent of Union dues fees (hereinafter termed "service fee") of the Union representing the employee's classification and representation unit.
2. **IMPLEMENTATION.** Any employee hired by the County subject to this Memorandum of Understanding shall be provided through the employee's Agency or Department with a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Agency/Department Payroll Office. Should the Department hold an employee orientation meeting, a representative or steward shall be permitted to participate in this meeting for a maximum of 5 minutes, provided that there is a new employee scheduled to attend the orientation meeting that is represented by Probation Peace Officers' Association.

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

fees shall be deducted in no more than four equal installments in successive pay periods, beginning with the first full pay period.

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

all other legal and required deductions (including health care deductions) have priority over Union dues and service fees.

3. **RELIGIOUS EXEMPTION.** Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. To qualify for the religious exemption, the employee will be required to submit to the Union and County a notarized letter signed by an official of the bona fide religion, body, or sect certifying the person's membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter program or the Emergency Food Bank Network of Alameda County.
4. **EXCLUSION OF EMPLOYEES.** The Agency Shop provisions set forth in subsections B.1., B.2., and B.3. herein, shall not apply to persons designated by the Board as management, supervisory or confidential nor to persons not in the classified civil service.
5. **FINANCIAL REPORTS.** Probation Peace Officers' Association, shall submit copies of the financial report required pursuant to Section 3502.5 (f) of the California Government Code to the Director of Human Resource Services once annually.  
  
Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Union.  
  
Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of agency fee deductions, without jeopardy to any employee, until said report is filed.
6. **PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also periodically provide a list of all persons making charitable deductions pursuant to the religious exemption granted herein.

7. **HOLD HARMLESS.** Union shall indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the County be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
8. **NO STRIKE.** The Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties during the term of this Memorandum of Understanding. Failure to comply with this Section shall result in the termination of all agency fee deductions without jeopardy to any employee.
9. **WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 3.B.1. of this Memorandum of Understanding shall not require an election pursuant to subsection 10 herein for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 3.B.1. of this Memorandum of Understanding shall also not require an election pursuant to subsection 10 herein for the application of this Agency Shop provision to such units.

#### **SECTION 4. ACCESS TO EMPLOYEES; USE OF BULLETIN BOARDS; USE OF COUNTY FACILITIES; MEETINGS**

- A. **ACCESS TO EMPLOYEES.** Authorized representatives of the Union shall have the right to contact individual employees working within the representation unit represented by the Union in County facilities during business hours on matters within the scope of representation, provided prior arrangements have been made for each such contact with the Agency/Department Head or a designated representative. The Agency/Department Head or the Agency/Department Head's designated representative shall grant permission for such contact if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact on the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the Agency/Department Head or the Agency/Department Head's designated representative shall have the right to make other arrangements for contact location removed from the work area.
- B. **USE OF BULLETIN BOARDS.** Reasonable space shall be allowed for PPOA provided bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.

- C. **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.
- D. **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 C. above. The Agency/Department Head may, upon timely application, allow meetings of a representative of a recognized employee organization and a group of employees during the lunch period in County facilities and at convenient dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organizational business. Employees attending recognized organization meetings are not on County business.
- E. **DATA TO UNION.** The County Auditor shall, twice annually upon request, supply the Union with data processing runs of the names, home and office addresses and civil service classifications of all employees in the represented unit. Such service shall be supplied at no more than cost to the County.
- F. **INFORMATION REQUESTS.** The Union and the County shall make only good faith requests for information relevant and necessary to carry out the parties' representation role in negotiations, without intent to burden the other party. Such requests shall be made as far in advance and with as much precision as practicable. The parties will respond to information requests made pursuant to the meet and confer process in the manner required by the Meyers-Milias-Brown Act.

The Union will pay the County's then-current charge for public records reproduction. A party requesting information that is not readily available will also pay the reasonable cost incurred gathering, organizing and transferring the requested information. An estimate of the cost of producing the information will be provided to the requesting party prior to actually providing the information. The County reserves the right to deny the request if the information does not exist, the information infringes upon employee privacy rights or if its production would place an undue burden on the County. The party receiving the information will submit payment in full within 30 days of the receiving an invoice.

## **SECTION 5. SHOP STEWARD**

- A. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate shop stewards from the employees in Bargaining Unit 1. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between the County administration and employees by helping to settle problems at the lowest level of supervision.
- B. **QUARTERLY MEETINGS.** The Probation Department agrees to meet on a quarterly basis with representatives of the Union or more frequently by mutual agreement. The purpose of the quarterly meetings is for the Probation Department administration and the Union to meet and discuss issues and matters of mutual concern in an effort to promote mutual effectiveness, efficiency and understanding.

- C. **ROLE OF SHOP STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of the work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that the shop steward function does not relieve the representative from conforming to all rules of conduct and standards of performance established by law, regulation, County or department policy or Memorandum of Understanding.
- D. **SELECTION OF SHOP STEWARD.** The location and number of stewards shall be mutually agreed upon by the department and the Union. The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the shop stewards and the area they represent. The Agency/Department Head will be notified in writing by the Union of any subsequent changes regarding shop stewards and who they are replacing.
- E. **SHOP STEWARD RELEASE TIME.**
1. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards will be permitted to leave their normal work area during on-duty time not to exceed four hours per week in order to assist in investigation of the facts and assist in presentation of a grievance.
  2. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed two hours per week in order to assist in investigation of facts and assist in presentation of a grievance.

The steward's workload may be adjusted to the extent the Agency/Department Head feels it is appropriate.

To obtain permission to investigate a grievance on on-duty time, the shop steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The shop steward shall report such time to his/her supervisor as shop steward leave (payroll code UNI) for timekeeping purposes. The shop steward is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by shop stewards as part of the grievance process. The employee may be represented by a shop steward at such time as a grievance is reduced to writing.

If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of services, permission cannot be granted immediately to the shop steward 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 day the shop steward was denied permission.



Stewards/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. **NUMBER AND CHANGES OF SHOP STEWARDS.** It is agreed that the Union and the department will maintain positions known as shop stewards within Bargaining Unit I. The shop steward shall be selected from locations throughout the County by the Union. It is agreed that the County shall not attempt to transfer any shop stewards of the Union for reasons associated with his/her duties as shop steward. If a shop steward is assigned to another position by the County, the Union shall have the right to immediately replace the individual with another shop steward. Should the Union wish to change shop stewards during a grievance procedure, it may do so provided that only one steward shall be allowed time off from work at any one time to investigate or settle the grievance.
- G. **LIMITATIONS ON TIME OFF.** Shop Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

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

- A. **HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the County's workplace, or in some other place where the employee is carrying out the duties of the County.
- B. **WORK DAY AND WORK WEEK**
1. The "work week base" as used herein, shall mean an amount of hours in a work week which is equivalent to the full-time hours listed for classifications as enumerated in Appendix A.
  2. The normal work day shall be 8 hours, the normal work week base shall be 40 hours.
  3. For employees in the classification of Juvenile Institutional Officer Intermittent and services-as-needed Transportation Worker, the work week is scheduled on an as-needed basis as determined by the Agency/Department Head.
- C. **WORK SCHEDULES AND SHIFTS.** Except for employees in the classification of Juvenile Institutional Officer Intermittent and services-as-needed Transportation Worker, the responsible management authority shall prepare a schedule showing the days and hours each employee in his/her area is to work. Except under unforeseeable circumstances, each management authority shall make every reasonable effort to assure that no employee shall have more than one change of shift in any work week and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. An employee may work planned variations of the normal workday or workweek provided that his/her immediate supervisor and the Agency/Department Head have given written approval for the planned variation program.

D. **REST PERIODS.** Each employee shall be granted a rest period of fifteen minutes during each work period of more than three hours duration provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime accrue 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.

E. **SHIFT ASSIGNMENTS IN JUVENILE HALL.** Juvenile Hall will have a yearly shift rotation. Each May the shift bidding will be done on a seniority basis. For Juvenile Institutional Officers I and II appointed before January 1, 2001 seniority for shift bidding will be determined by total County seniority. For employees appointed, rehired or reinstated to the Juvenile Institutional Officer series (I and II) after January 1, 2001, seniority for shift bidding will be determined by time in the Juvenile Institutional Officer series (any time worked as a Juvenile Institutional Officer Intermittent and/or Juvenile Institutional Officer I, II, and III) based on the date of their most recent appointment. A seniority list will be forwarded to the union by May 1 of each year. Staff will be able to bid on day or evening shift assignments, days off, and the unit in which they wish to work. This bidding applies only to non-satellite positions. Additionally, Juvenile Institutional Officer III's and Juvenile Institutional Officer Intermittent are excluded from shift bidding at the Hall.

Seniority shift bidding in units 1-6 will be allowed for three day shifts and three evening shifts per unit. Management reserves the right to one position in each unit for each shift. This shift will be an undesignated position, if applicable.

Seniority bidding in units 7-12 will be allowed on two shifts (positions) in each unit on each shift. Management reserves the right to one position in each unit on each shift. This shift will be an undesignated position if applicable. If there is no undesignated position in a unit, management will reserve the last shift. Employees coming from a unit that has closed will become management designated positions until implementation of the next bidding cycle.

Each May, seniority bidding will be open and allowed. The most senior person will be permitted to select unit, shift and days off. Management will retain the assignment right to satellite positions. Satellite positions are designated in the Juvenile Hall Manual and will rotate effective the second pay period in June. When a satellite assignment ends for any reason prior to the next annual shift rotation, the Department may reassign the employee to a vacant position in Juvenile Hall. The Department may take into consideration the employee's shift preference, if any. They will not be able to assume a filled position.

F. **SHIFT ASSIGNMENTS AT THE CAMP(S).** The positions assigned to the Camps will have a yearly shift rotation. Each May seniority bidding will be open and allowed on a seniority basis. For Juvenile Institutional Officers II and III appointed before January 1, 2001, seniority for shift bidding will be determined by total County seniority. For employees appointed, rehired or reinstated to the Juvenile Institutional Officers II and III series after January 1, 2001, seniority for shift bidding will be determined by time in the Juvenile Institutional Officers II and III series (any time worked as a Juvenile Institutional Officer Intermittent and/or Juvenile Institutional Officer I, II, and III) based on the date of their most recent appointment. A seniority list will be forwarded to the union by May 1 of

each year. Staff will be able to bid on day or evening shift assignments in which they wish to work.

At Camp Sweeney, management reserves the right to six positions in any combination from among the day shift, the evening shift, and the graveyard shift. These Camp management floater positions may be in any combination of Juvenile Institution Officer II and III regardless of shift as the needs of management require.

Juvenile Institutional Officer Intermittents are excluded from shift bidding at the Camp.

- G. **TEMPORARY REASSIGNMENT BETWEEN FACILITIES.** In order to insure adequate staffing levels within each facility and assignment, management positions may be temporarily reassigned, as staffing needs require, between the facilities identified in Subsections 6 E. and F. Such temporary assignments shall be made within the employee's established shift. Management will endeavor to provide as much advance notice to the temporarily reassigned employee as possible.
- H. **SCHEDULED DAYS OFF.** With the exception of employees in the classification of Juvenile Institutional Officers Intermittent, employees shall be scheduled so as to provide two consecutive days off during their workweek.

## **SECTION 7. OVERTIME**

- A. Effective October 17, 2010, overtime work is all work performed pursuant to Section 6, subsection A. in excess of the work week set forth in Section 6, subsections B. and C., and in addition, for the Juvenile Institution Officer classifications as specified in the Fair Labor Standards Act regarding hours actually worked in excess of 86 hours in a 14-day work period. Holidays and paid time off shall count toward the accumulation of the work week, excluding paid holidays which fall on an employee's regular day off. The employee must actually work any hours claimed as overtime.

Holidays which fall on an employee's regular day off shall receive compensation at the regular straight-time hourly rate.

- B. **HOW OVERTIME IS AUTHORIZED.** All hours worked for the County shall be in accordance with the employees assigned bi-weekly work schedule. Any overtime hours worked shall be pre-approved in advance by the Agency/Department Head or the Agency/Department Head's representative, except in cases of unanticipated emergency. The unanticipated emergency work performed shall be reported to the assigned supervisor by the next business day.
- C. **OVERTIME COMPENSATION.** All employees shall receive overtime compensation in cash, in compensating time off, or a combination thereof, at the option of the Agency/Department Head, as follows and consistent with Section H. herein:
  - 1. The method of compensation for cash payment of overtime worked shall be as follows:

- a. Excluding Juvenile Institution Officers and Juvenile Institution Officer Intermittents, employees covered by the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half for overtime worked as provided above based on the hourly rate defined in 7.D. provided, however, that time and one-half the employee's Fair Labor Standards Act regular rate defined in 7.E.2. shall be paid for all actual hours worked in excess of 40 hours (excluding holidays and paid leave time) as provided in the Fair Labor Standards Act General Employees 7 Day Work Period document.

Juvenile Institution Officers and Juvenile Institution Officer Intermittents shall be paid time and one half for overtime worked as provided above based on the hourly rate defined below in 7.D. provided, however, that time and one half the employee's Fair Labor Standards Act regular rate defined below in 7.E.2 . shall be paid for all actual hours worked in excess of 86 hours (excluding holiday and paid leave time) as provided for in the Fair Labor Standards Act for Probation Department 14 Day Work Period document.

- b. The work period for Juvenile Institution Officers and Juvenile Institution Officer Intermittents shall be 14 days, and the work period for all other employees covered under this Memorandum of Understanding shall be 7 days.

- D. **RATE OF OVERTIME COMPENSATION.** All employees covered by the overtime provisions of the Fair Labor Standards Act shall receive overtime compensation at a premium rate of 1-1/2 the regular straight-time hourly rate. Compensation will be made pursuant to subsection C. above.

E. **RATES DEFINED.**

1. For purposes of this section, the hourly rate shall be defined as the regular biweekly rate divided by 80.
2. For purposes of this Section, the Fair Labor Standards Act regular rate shall be defined as follows:

An employee's regular rate shall include in addition to his/her hourly rate as defined in E.1 any applicable salary ordinance footnote and any applicable premium payment pursuant to Section 13. A., B., C., E. and G. of this Memorandum of Understanding.

- F. **FRACTIONS OF LESS THAN ONE-HALF HOUR PERIOD.** Overtime payment shall be compensated in cash or time off in increments of one-tenth hour period.

- G. **WHEN OVERTIME SHALL BE PAID.** Cash compensation for overtime worked shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

H. **WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID.**

1. Compensating time off earned on or after April 15, 1986 may be accrued to a maximum of 80 hours, and any employee who has accumulated 80 hours of compensatory time off shall be paid in cash for all subsequent overtime worked until

such time as the employee's compensating time off balance is reduced below 80 hours. Notwithstanding the foregoing, an employee may exceed the 80 hour maximum when an emergency or other unusual circumstance exist and the department/agency has obtained approval of the County Administrator's Office to grant compensating time off in excess of 80 hours.

Scheduling compensating time off shall be by mutual agreement of the employee and the Agency/Department Head provided that the agency/department may require that an employee adjust his/her work week in order to avoid overtime penalties.

An employee covered by the overtime provisions of the Fair Labor Standards Act who has accrued compensating time off in accordance with this subsection shall upon separation from County service be paid for unused compensating time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three years of employment or the final regular rate received by such employee, whichever is higher. An employee shall be paid off for any unused in lieu and/or compensating time off, up to a maximum of 80 hours, upon resignation/reinstatement or transfer to another agency/department. An employee shall be paid off for unused in lieu and/or compensating time off, up to a maximum of 80 hours, prior to appointment from a position which is eligible to accrue compensatory or in lieu time off to one which is not eligible to accrue compensatory or in lieu time off.

Effective two full pay periods following adoption by the Board of Supervisors the 80 hour maximum accrual shall be increased to 100 hours.

## **SECTION 8. 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 a person 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. Upon the employee's receipt of the military orders, 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 8.C.1. 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.** An Agency/Department Head may grant an employee a leave of absence without pay from his/her position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result, and during the period, of a military leave of absence.
- 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. **LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified civil service who is appointed to another classification in the classified service of the County may be granted a leave of absence without pay from the position to which 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 PARTICIPATION IN EXAMINATION PROCESS.** Upon 48 hours advance notice by the employee to his/her supervisor, an employee shall be granted paid leave while participating in an Alameda County examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.
- J. **LEAVE FOR PARTICIPATING IN SELECTION PROCESS.** Upon 24 hours advance notice by the employee to his/her supervisor, an employee who has received a certification for an Alameda County employment interview shall be granted paid leave while participating in the interview scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. Interviews for jurisdictions other than the County of Alameda are exempted from this provision.
- K. **LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA.** Sufficient paid leave of absence with pay shall be granted to permit an employee to travel between the work place and the court and while serving on jury duty or answering a subpoena as a witness. Upon receipt of the jury duty summons, the employee shall notify the supervisor of the date and time of jury duty. The Agency/Department Head may require an employee to provide a copy of the jury duty summons. Compensation for any employee regularly scheduled to work less than the normal work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proration of the hours which would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the County Treasurer. Any person assigned to an afternoon or evening shift shall be entitled to equal time off as a leave with pay from his/her next regularly scheduled shift for all time spent while going to and from court, serving on jury duty or answering a subpoena as a witness. Any person who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on their entire two scheduled days off during the previous Monday through Friday, upon 24 hour advance notice to their supervisor shall be allowed to schedule their next regular work day as vacation or compensatory time. Any person whose jury service extends into a second workweek shall have their schedule changed to a Monday to Friday day shift schedule for the duration of jury service only. On any day of jury service or when answering such subpoena during which an employee is excused entirely or in sufficient time to permit the employee to return to work for a minimum of one-half of the employee's regular scheduled shift, the employee shall be required to do so and the pay provided for herein shall be reduced accordingly. When stand-by jury duty is available, the employee shall apply for such option.
- L. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum to the contrary notwithstanding, any person who, because of illness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.

- M. **PERSONAL DISABILITY LEAVE.** Except for employees in the classification of Juvenile Institutional Officer Intermittent, employees with tenure shall be entitled to leaves of absence without pay for not more than two segments aggregating to no more than 90 calendar days within any four year period of continuous employment upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensating time off, unless the employee is receiving accrued vacation, paid sick leave or compensating time off as a supplement to disability insurance benefits under Section 16 of this Memorandum, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Agency/Department Head.

For the purposes of this Section, time during which a person is temporarily not employed by the County, if followed by reemployment within four years, shall not be considered as an interruption of continuous employment; but the period of time such employee is not employed shall not be counted in computing the four years of continuous employment for the purpose of qualifying for the two segments aggregating to no more than 90 calendar days.

The Agency/Department Head may require acceptable proof of the employee's ability to return to work provided that the Agency/Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Agency/Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this paragraph shall be returned to the same classification 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 his/her best effort herein shall not be subject to the grievance procedure.

- N. **PREGNANCY AND CHILD BONDING LEAVE.** An employee is entitled to receive a pregnancy and child bonding leave for up to six months. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent and/or reduced workweek schedules are subject to mutual-agreement by the employee and the Department Head as allowed by law.

The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 11.D. during the period of pregnancy and child bonding leave. Sick leave must be applied when the employee is medically incapacitated. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave.

Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to



the Family Medical Leave Act (FMLA), California Pregnancy Disability Leave (PDL) and California Family Rights Act (CFRA). Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA.

Pregnant employees working in institutional settings where it is not unreasonable to assume that the nature of the work required could jeopardize the health of the employee may be temporarily reassigned by the County to less hazardous duty or, in the event such reassignment is not feasible, may be required to extend the pregnancy\_leave period through provisions of subsection M. above "Personal Disability Leave" to an amount satisfactory to the County.

Once an employee's leave balances are exhausted, the County may fill the position vacated by such leave with another permanent employee. Employees returning from pregnancy and child bonding leave shall be reinstated to the same classification from which leave was taken and the County shall make its best effort to return such employee to the same geographical location, shift and where there is specialization within a classification, to the same specialization. Agency/Department Head shall state reason(s) for decision in writing if denying the return of such employee to the same geographical location, shift and/or same specialization within a classification, and allow, if requested, for a meeting with the Agency/Department Head to discuss the decision. Questions as to whether or not the County has used its best effort herein shall not be subject to the grievance procedure.

- O. **CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to 12 weeks in a twelve month period, within one year of the qualifying event, Child bonding leave runs concurrent with FMLA/CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Department Head as allowed by law. To be eligible for such leave, an employee must have worked at least 12 months for the County and at least 1,250 hours during the 12 months preceding the first day of leave. An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to fathers, spouse, domestic partners, or adoptive parents unless they are otherwise eligible to use it as provided in Section 11.I. Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make his/her best effort to return such employee to the same geographical location, shift and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.
- P. **DEATH IN IMMEDIATE FAMILY.** Leave of absence with pay because of death in the immediate family of a regularly scheduled person in the County service may be granted by the Agency/Department Head for a period not to exceed three days. Except for employees in the classification of Juvenile Institutional Officer Intermittent, an additional two days leave may be granted by the Agency/Department Head and charged to the employee's accrued sick leave balance in the event that one-way travel in excess of 300

road miles from the employee's residence is required. Entitlement to leave of absence under this Section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first three days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this Section, "immediately family" means mother, step-mother, father, step-father, husband, wife, domestic partner (as defined in Appendix B), son, step-son, daughter, step-daughter, brother, sister, mother-in-law, father-in-law, foster parent, foster child, grandparent, grandchild or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, and sister-in-law.

In the case of the death of the employee's mother-in-law, father-in-law, grandparents, or grandchildren, where the decedent was not living in the employee's household, the employee shall be entitled to one day of leave of absence with pay. An additional two days leave may be granted by the Agency/Department Head and charged to the employee's accrued sick leave balance in the event that one-way travel in excess of 300 road miles from the employee's residence is required. Entitlement to leave of absence under this Section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first day is concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

For employees in the classification of Juvenile Institutional Officer Intermittent, paid leave under this section may be granted only for those days or fractions thereof on which the employee would have been regularly scheduled to work and would have worked but for the bereavement leave.

- Q. **ASSOCIATION BUSINESS LEAVE BANK.** Employees subject to the provisions of this Memorandum of Understanding may donate vacation or compensatory time into an Association Business Leave Bank for the sole and exclusive use of the President or his/her designee of the Probation Peace Officers' Association for attendance at meetings, seminars, conferences or conventions on behalf of the Association. The President or his/her designee of the Association is expected to perform his/her duties as a representative of the Association on his/her own time. However, it is recognized that occasionally it will be necessary to attend to Association business during normal working hours. Where such activities are necessarily or reasonably to be performed during normal working hours, the Association Business Leave Bank may be utilized.

**Eligibility:**

1. Employee donations to the Association Business Leave Bank shall be made in full-day increments of 8 hours. Total hours donated to the Bank may not exceed 144 hours in a fiscal year.
2. The donor employee may donate vacation or compensatory time which shall be converted to the recipient employee's hourly value on a dollar-for-dollar basis when utilized. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted. Hours donated are not revocable.
3. Requests by the President or his/her designee of the Association for use of leave from the Association Business Leave Bank for absences from duty to attend to

Association business will be made in writing to the Agency/Department Head 72 hours prior to the requested date of the absence from duty. Requests for use from the Association Business Leave Bank will not be unreasonably denied.

4. The County will provide the President of the Association with a Leave Bank balance on quarterly basis.

## **SECTION 9. HOLIDAYS**

- A. **HOLIDAYS DEFINED.** Employees in the classification of services-as-needed Transportation Worker are excluded from the provisions of Section 9. Except for employees working in the classification of Juvenile Institutional Officer Intermittent who are excluded from the provisions of 9.A., 9.B., 9.C., 9.D., 9.E., and 9.G., of this section, paid holidays shall be:

January 1st - New Year's Day  
Third Monday in January - Dr. Martin Luther King, Jr. Day  
February 12th - Lincoln's Birthday  
Third Monday in February - Washington's Birthday  
Last Monday in May - Memorial Day  
July 4th - Independence Day  
First Monday in September - Labor Day  
November 11th - Veterans' Day  
Fourth Thursday in November - Thanksgiving Day  
Day after Thanksgiving  
December 25th - Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California as a nation-wide or state-wide 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. Four floating holidays are to be scheduled by mutual agreement of the employee and his/her Agency/Department Head and taken within the calendar year. Each employee hired prior to July 1 of each year shall be entitled to the floating holidays. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year. Less than full-time employees shall be entitled to prorated floating holidays based on a proration of hours the employee is regularly scheduled to work as of January 1. Effective January 1 of the year following adoption of this MOU, floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's full-time status. The adjustment to the floating holiday hour balance shall not exceed the full time equivalent amount for four days of floating holidays (32 hours for 80 hour per pay period employee and 30 hours for 75 hour per pay period employee) or the full time equivalent amount in effect for the calendar year. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

- B. **VALUE OF A HOLIDAY FOR PURPOSES OF TIME OFF AND/OR CASH COMPENSATION.** The value of a holiday, for purposes of time off and/or cash compensation, which falls during a pay period is one tenth (1/10) of an employee's time

spent in paid status during said scheduled pay period, excluding overtime. The maximum potential value of a holiday is eight hours for a classification normally scheduled to work eighty (80) hours per pay period.

- C. **NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection D. hereof, no employee assigned to shift work shall receive a greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek, regardless of how the holiday is compensated. The intent of this Section is to compensate each employee for each holiday defined in Section 9.A. whether compensation is in cash or time off.

- D. **HOLIDAYS TO BE OBSERVED ON WORK DAYS.** For employees, except as specified below: In the event that January 1; February 12, known as "Lincoln's birthday"; July 4; 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 subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide 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.

**For employees working in post positions in the Juvenile Institutions and the Pre-trial and Status Offender Units:** The actual holiday of Christmas, December 25; New Year's Day, January 1; and, July 4 will be observed on those dates rather than the County designated day of observance of the holiday.

If an employee works on both December 25 and the designated holiday; January 1 and the designated holiday; or July 4 and the designated holiday, he/she will be compensated at the premium rate for December 25, January 1, or July 4 only.

- E. **HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time for eight hours. Holidays which fall on an employee's regular day off shall receive compensation at the regular straight-time hourly rate. In the event any employee shall work longer than the normal workweek as set forth in Section 6 of this agreement by virtue of having worked a holiday as set forth above, said employee shall be compensated at a premium rate of 1.5 (time and a half) the regular straight time hourly rate, as provided in Section 7.D.
- F. **ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, an employee must be on paid status the employee's scheduled workday before and the employee's scheduled workday after the holiday. This subsection does not apply to floating holidays.
- G. **CONFORMITY WITH STATE HOLIDAYS.** In the event the legislature shall amend Section 6700 of the Government Code to change the date of a holiday listed in subsection A. hereof is observed, employees subject to this agreement shall celebrate said holiday in conformity with the State. This subsection shall not be applied so as to increase or decrease the number of holidays set forth in subsection A. or subsection H. hereof.

H. **EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section.

I. **JUVENILE INSTITUTIONAL OFFICER INTERMITTENT.** Employees in the classification of Juvenile Institutional Officer Intermittent who work, Christmas Day (December 25), New Year's Day (January 1), Martin Luther King, Jr. Birthday observance (3rd Monday in January), Washington's Birthday (3rd Monday in February), Memorial Day (last Monday in May), July 4, Labor Day (1st Monday in September), Veteran's Day (November 11), and Thanksgiving (4th Thursday in November); shall be compensated at time and one half for all hours worked on those days. Hours worked on these holidays will be credited toward employee's eligibility for health and dental benefits.

For Juvenile Institutional Officer Intermittent employees the actual holiday of Christmas, December 25, New Year's Day, January 1; and July 4, and Veteran's Day, November 11, will be observed on those days rather than the County designated day of observance of the holiday.

If employees subject to this subsection 9.I. work on both December 25 and the designated holiday; January 1 and the designated holiday; or July 4 and the designated holiday; or November 11 and the designated holiday he/she will be compensated at the premium rate for December 25, January 1 July 4, or November 11 only.

## **SECTION 10. VACATION LEAVE**

A. **FOR PERSONS HIRED PRIOR TO OCTOBER 17, 2010.** Except for employees in the classification of Juvenile Institutional Officer Intermittent and services-as-needed Transportation Worker, each person in the service of the County whose employment began prior to October 17, 2010 shall accrue vacation leave as follows:

1. **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.
2. **Three weeks accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
3. **Four weeks accrual** - Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
4. **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. **LIMITATION ON UNUSED VACATION LEAVE BALANCES.** For persons employed prior to October 17, 2010, maximum unused vacation leave balances allowable prior to the pay

period containing January 1 of any calendar year shall be no more than twice the amount of vacation accrued over 26 pay periods, and shall be allowable as follows:

<b>Length of Service Allowable</b>	<b>Vacation Accrual Over 26 Pay Periods</b>	<b>Maximum Balance</b>
Up to 104 biweekly pay periods (4 years)	10	20
After 104 biweekly pay periods (4 years)	15	30
After 286 biweekly pay periods (11 years)	20	40
After 520 biweekly pay periods (20 years)	25	50

It is the responsibility of the employee and first-line supervisor to monitor vacation leave balances to make every effort to insure that employees' vacation balances do not exceed the limitations set forth above.

An employee's unused vacation leave balance may not exceed the provisions of this Section effective with the pay period containing January 1, 2011.

For employees hired prior to October 17, 2010, any employee who is over their vacation cap as defined in Section B. above, shall be allowed to utilize excessive accrued vacation prior to the pay period containing January 1, 2011. The Chief Probation Officer shall make a reasonable effort to allow for such requests for time off for the purpose of reducing the vacation balance below the cap by December 25, 2010. Effective with the pay period containing January 1, 2011 and every such pay period containing January 1 thereafter, the vacation leave balance of any employee which exceeds the maximum allowable vacation leave balance will be adjusted downward to the maximum allowable vacation balance level (by placing the excess in a departmental catastrophic sick leave pool) and the County thereafter will have no obligation with respect to the vacation leave affected by the adjustment.

- C. **FOR PERSONS HIRED ON OR AFTER OCTOBER 17, 2010.** Except for employees in the classification of Juvenile Institutional Officer Intermittent and services-as-needed Transportation Worker, each person in the service of the County whose employment began on or after October 17, 2010, shall accrue vacation leave as follows:

1. **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, up to a maximum balance of four weeks.
2. **Three weeks accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six weeks.

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

D. **CASH PAYMENT IN LIEU OF VACATION LEAVE.** An employee 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 vacation earned during the two years of employment preceding such separation.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Agency/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.

With the approval of the Department Head, any person accruing vacation at a rate of 10 working days or more per year may receive equivalent cash payment for five vacation days per fiscal year. Any person accruing vacation at a rate of 20 working days per year may receive equivalent cash payment for ten working days per fiscal year. All such compensation shall be made in 5-day segments only.

- E. **DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin as of the date of employment. In the event the date of employment is not on the first day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.
- F. **WHEN FIRST VACATION IS DUE.** The first vacation leave for any employee shall be due only after the completion of at least one hundred thirty working days of employment, except as provided in subsection K. hereof.
- G. **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 his/her Agency/Department Head, or Agency/Department Head's designee, may take vacation in excess of one and one-half times his

annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.

- H. **DEFINITIONS.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.
- I. **EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.
- J. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which a person is laid off because his/her services are not needed, and time during which a person 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 years of continuous employment for the purpose of this Section, provided that, for the purposes of qualifying for 20 working days vacation leave, where a person has been employed by the County without interruption for the past 10 years, all service of such employee shall be deemed to have been continuous.
- K. **WHEN VACATION LEAVE MAY BE TAKEN.** Paid leave may be granted 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.

Scheduling of vacation leave shall be by mutual agreement of the employee and the Agency/Department Head or the Agency/Department Head's representative. An employee shall be allowed to divide vacation leave in any calendar year into two segments. An Agency/Department Head, at his/her discretion, may grant an employee additional segments of vacation. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in Section 10.L.

Seniority in the County service among employees in a classification and working unit, consistent with department operating requirements, shall be the basis on which vacation schedule conflicts are resolved. In any calendar year the first such conflict shall be resolved in favor of the most senior employee. Subsequent vacation schedule conflicts shall be resolved in favor of the most senior employee who has not, by virtue of his/her senior position, previously had such a conflict resolved in his/her favor during the calendar year. In the event of vacation schedule conflicts among employees, all of whom have, by virtue of their senior positions, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his/her favor shall prevail.

- L. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular vacation allowance for personal leave. An Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of his/her department. Such personal leave shall be in segments of one hour or more.
- M. **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 person would



have been entitled to receive while in active service, including premium pay pursuant to Section 13.A., 13.B., and 13.H. hereof, during such vacation period.

N. **VACATION PURCHASE PLAN**

1. Effective for vacation purchased for 2011 and every year thereafter, full time employees accruing vacation at the two week per year rate and subject to this MOU may elect to purchase one additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one week under the Vacation Purchase Plan during Open Enrollment.
  - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
  - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
  - c. To be eligible to purchase one week of vacation for the upcoming plan year, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
  - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
  - e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
  - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
  - g. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.

- h. In the event that an employee changes status from eligible to purchase vacation to a non eligible status:
  - i. The County shall cease deduction and no additional days will be allowed for purchase.
  - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
  - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
  - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in section h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay period of the following year.
  - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
  - vi. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
- 2. Effective Plan Year 2011, 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 employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
- 3. The County retains the right to eliminate vacation purchase upon appropriate notice to the union, and after meeting and conferring if requested, during the term of this agreement.
- O. **EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** This subsection applies to those hired as employees of Alameda County on or after October 17, 2010 who enter a bargaining unit covered by this Agreement and come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in Section C. above. These employees shall be subject to provisions outlined in Section C. above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of the two times accrual rate, he/she shall have his/her vacation balance reduced and subject to the maximum

balance as provided in Section C by the pay period containing January 1 of the year following his/her appointment into the bargaining unit. The vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance in Section C (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. The Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

## **SECTION 11. SICK LEAVE**

Employees in the classification of Juvenile Institutional Officer Intermittent are excluded from the provisions of Section 11, except subsections C.2.a. and b. and C.5, C.6, C.7, and C.8. Employees in the classification of services-as-needed Transportation Worker are excluded from the provisions of Section 11.

- A. **SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury other than an industrial illness or injury which renders the employee incapable of performing assigned work or duties for the County and routine medical or dental appointment of the employee.
- B. **EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service and otherwise subject to the provisions of this Memorandum of Understanding.
- C. **INDUSTRIAL SICK LEAVE WAGE CONTINUATION.** If an employee covered by these provisions of this Memorandum of Understanding is incapacitated by illness or injury arising out of or in the course of his/her employment with the County, such employee shall be entitled to pay as provided herein.

### **1. California Labor Code Section 4850.**

Starting with an injury dated January 1, 2000 or after, if any Juvenile Institutional Officer I, Juvenile Institutional Officer II, Juvenile Institutional Officer III covered by this Memorandum of Understanding is incapacitated by illness or injury arising out of or in the course of employment, he/she shall be entitled to the benefits provided for him/her by the California Labor Code Section 4850 et seq. in lieu of sick leave. Employees, who are entitled to pay as provided in the Section, shall not be entitled to pay pursuant to Section 11.C.3.

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

For injury or illness occurring on or after October 17, 2010, and the employee continues to be disabled after eligibility for 4850 benefits has expired, regular workers compensation temporary disability benefits are paid. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, excluding sick leave, up to 75% of gross salary for two hundred seventy (270) days. Amount of leave necessary is computed for each case by the County Auditor's Office.

2. **Industrial Sick Leave Wage Continuation for Employees in the Juvenile Institutional Officer Intermittent Classification - Violent Altercations.** Notwithstanding the provisions of Section 11.C., if a Juvenile Institutional Officer Intermittent employee covered by this Memorandum of Understanding is disabled physically whether temporarily or permanently in the course of a direct response to, or direct involvement in, a violent altercation involving detainee(s) arising out of and in the course of his or her County duties, such employee is entitled to pay as provided herein. Employees who are entitled to pay as provided in this Section, shall not be entitled to pay pursuant to Section 11.C.1 and 11.C.3.

- a. **Amount and Duration of Payment.** Such employee shall be entitled to receive industrial sick leave wage continuation under this Section for scheduled work days commencing with the fourth calendar day of such incapacity equal to the difference between 100 percent of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity, but not for a period exceeding one calendar year from the date of injury or illness.

Effective for any injury that occurs on or after October 17, 2010, such injured 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 disability. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the incapacity.

- b. **Limitations.** The granting of this increased benefit level does not entitle Juvenile Institutional Officer classifications to heart, pneumonia or any other presumption which exists for employees covered by the provisions of Section 4850 of the Labor Code.
3. **For Employees Not Covered By the Provisions of 11.C.1 or 11.C.2.** Such employee shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of such incapacity equal to the difference between 80 percent of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in such incapacity.
- a. **Use of Accrued Leaves.** For injuries occurring prior to October 17, 2010, following one calendar year, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 80

percent of salary (amount of sick leave necessary for this purpose is computed for each case by the County Auditor's Office).

Effective for any injury that occurs on or after October 17, 2010, such injured 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 disability. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the incapacity.

- b. **Use of Accrued Leaves.** For injuries and illnesses occurring on or after October 17, 2010 following the 270 calendar days from the date of sickness or injury, cumulative leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than 75% of salary.

In the event that the period of such incapacity shall exceed 14 calendar days, the employee so incapacitated shall be granted industrial sick leave with pay at the rate of 100 percent of his/her normal salary for the first three calendar days of such incapacity. If the period of such incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 11.E. hereof, for the first three work days of such disability.

4. **When Payments Shall be Denied.** Pursuant to the Workers' Compensation provisions of the California Labor Code, and notwithstanding the foregoing provisions of this Section, however, such payments shall not be made pursuant to this subsection to an employee:

- (a) who is not currently receiving temporary disability benefits under the Workers' Compensation Law;
- (b) whose injury or illness has become permanent and stationary or has reached maximum medical improvement;
- (c) whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position perform the essential functions of the job, or the employee has been declared a "Qualified Injured Worker" (QIW);
- (d) who is retired on permanent disability and/or disability retirement pension;
- (e) who unreasonably refuses to accept modified or other County employment for which he/she is qualified within his/her medical restrictions;
- (f) whose injury or illness has been aggravated or delayed in healing by reason of the failure of the employee to have received medical treatment or to have

followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and/or

- (g) whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness, and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
- 5. This benefit shall be administered in accordance with State Worker's Compensation Laws.
- 6. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leave or industrial sick leave wage continuation shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100 percent of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
- 7. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims.
  - (a) Treatments are being authorized under Workers' Compensation;
  - (b) The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
  - (c) The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for a maximum eligibility period for up to 6 months from the date of injury or illness or the employee is declared permanent and stationary, whichever is earlier. 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.** 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 130 workdays of unused sick leave with pay entitlement. The Agency/Department Head shall grant to such an employee, for those causes set forth in subsection A. hereof, sick leave with pay, but not in excess of his/her accumulated unused sick leave with pay entitlement.
- E. **SICK LEAVE - DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.
- F. **CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to sub-sections 11.D. (Cumulative Sick Leave Plan) and 11.G.

(Sick Leave Bonus) hereof reaches 130 days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 10. Vacation Leave, and shall thereafter be subject to the provisions of Section 10. Vacation Leave.

- G. **SICK LEAVE BONUS.** Effective September 2, 1979, in lieu of the supplemental sick leave provision formerly in effect each employee who has been continuously employed since a date prior to July 1, 1975, shall be given a one-time non-recurring bonus of 44 days of paid sick leave entitlement. Said bonus days of paid sick leave entitlement shall be added to the balance of paid sick leave entitlement which each such employee has accrued pursuant to subsection D. hereof, and such use shall thereafter be subject to the same conditions which are applicable to accumulated leave with pay entitlement. An Agency/Department Head, in his/her sole discretion, may grant to an employee who was eligible for sick leave bonus provided herein and who has exhausted paid cumulative sick leave entitlement accrued pursuant to subsection D. hereof, including bonus sick leave, discretionary major medical supplemental paid sick leave. In the case of such an employee who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 22 days. 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 44 days. Major medical supplemental paid sick leave may be granted only in those instances in which: 1) the employee's absence is caused by a serious injury or illness requiring prolonged absence from work, 2) the injury or illness was not incurred in the course of employment, and 3) the employee has not incurred a break in service subsequent to June 24, 1979. The Agency/Department Head's determination to deny major medical supplemental paid sick leave shall be final and non-grievable. The words "continuously employed" as used in Section (e) hereof mean full-time County service in which no break has occurred.

- H. **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 department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or a medical practitioner currently treating the employee's family member. An employee absent during what the Agency/Department Head, in his/her discretion, determines to be a sick-out shall not be eligible for sick leave pay for such an absence unless the employee submits within five workdays from the date of such absence evidence of sickness or injury consisting of declarations of the employee and a physician signed under penalty of perjury. The Agency/Department Head, with the approval of the County Administrator, may waive the declarations requirement where there is other compelling evidence of the employee's sickness or injury.

Any dispute as to whether an Agency/Department Head has erred in determining that a concerted sick-out has occurred may be promptly appealed by the Union to the Board of Supervisors and/or the Superior Court.

- I. **FAMILY SICK LEAVE.**

1. **Emergency Leave – Sickness in Immediate Family.** Leave of absence with pay because of sickness or injury in the immediate family of a person in the County

service shall be granted by the Agency/Department Head during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments, but not to exceed the amount of time which the person would be authorized for sick leave in subsection D. and may be granted under subsection E. above. Time taken for leave of absence under the provisions of this subsection shall be deducted from the sick leave allowable for such person. For the purpose of this subsection, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix B upon submission of a written affidavit for domestic partner 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, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparents.

2. **Routine Medical Care for Dependent Children.** An employee shall be entitled to paid sick leave accrued pursuant to Section 11D. hereof in order to accompany the employee's dependent children living in the household of the employee during routine medical or dental appointments, but not to exceed an aggregate of 32 hours within any calendar year. The determination of an Agency/Department Head that a medical or dental appointment was routine rather than emergency shall not be grievable.
  3. Effective January 1, 2002, employees are eligible to use, in any calendar year, the amount of sick leave earned in a six-month period to attend to family members who are ill. For the purposes of this subsection, family members are defined as the parents, spouse, domestic partner or child (biological, step, foster, legal ward, in loco parentis) of the employee. Leave used under section 11.I.1 Emergency Leave and/or 11.I.2. Routine Medical Care will be deducted from the entitlement provided under this subsection.
  4. In lieu of the above subsections 11.I.1, 2 and 3, effective upon adoption by the Board of Supervisors, employees are eligible to use, in any calendar year, nine days of sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments. For the purpose of this subsection, "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix B upon submission of a written affidavit for domestic partner 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, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparents.
- J. This is to clarify that the Countywide sick leave average as stated in the report is a tool to trigger the review of an employee's attendance record. Exceeding the Countywide average is not in and of itself an indicator of sick leave abuse for an individual employee. No employee shall be placed on sick leave review unless he/she has first received an oral warning that his/her individual attendance record is marginal, followed by a written confirmation. Upon request, an employee shall be given a profile documenting his/her attendance record. If an employee is placed upon sick leave review, he/she is to be



provided with a written statement explaining the reason and the length of time his/her attendance is to be monitored.

## **SECTION 12. WAGES**

- A. There shall be no salary increases during the first three years of this Memorandum of Understanding.
- B. For the MOU contractual years of August 2012 to August 2013, August 2013 to August 2014, and August 2014 to August 2015, the salaries for all represented classes shall be increased as follows:
  - 1. Effective the first day of the first full pay period of August 2012, salaries shall be increased to one-half the median salary as determined by the salaries of the surveyed jurisdictions as of July 1, 2012. The maximum total increase shall be 5% and, further, the increase as determined by the salary survey up to the 5% maximum shall, should the increase exceed 3% , be distributed in two equal increments effective the first full pay periods of August 2012 and February 2013. Should the increase as determined by the salary survey be 3% or less, the total increase shall be effective on the first full pay period in August 2012.
  - 2. Effective the first day of the first full pay period of August 2013, salaries shall be increased to one-half the median salary as determined by the salaries of the surveyed jurisdictions as of July 1, 2013. The maximum total increase shall be 5% and, further, the increase as determined by the salary survey up to the 5% maximum shall, should the increase exceed 3%, be distributed in two equal increments effective the first full pay periods of August 2013 and February 2014. Should the increase as determined by the salary survey be 3% or less, the total increase shall be effective on the first full pay period in August 2013.
  - 3. Effective the first day of the first full pay period of August 2014, salaries shall be increased to the median salary as determined by the salaries of the surveyed jurisdictions as of July 1, 2014. Should the salary increase exceed 3%, the increase shall be distributed in two equal increments effective the first full pay periods of August 2014 and February 2015. Should the increase as determined by the salary survey be 3% or less, the total increase shall be effective on the first full pay period in August 2014.
- C. Effective the end of the second full pay period after adoption of the MOU, the provision of the Salary Ordinance Section 3-14.6, pertaining to a 3% differential for meal periods will be terminated and the referenced 3% pay differential shall be incorporated into the base salary for the Juvenile Institutional Officer series and Night Group Supervisor classifications.

## **SECTION 13. PREMIUM CONDITIONS**

- A. **SPLIT SHIFT.** Except as otherwise provided in subsection B. below, any employee required to work a split shift shall be paid at a rate of five percent over and above his/her regular straight-time hourly rate of pay for the entire number of hours so worked. For

purposes of this subsection "split shift" is defined as any eight hour daily tour of duty taking more than nine and one-half consecutive hours to complete.

- B. **NIGHT SHIFT.** With the exception of the classification of Night Group Supervisor, employees who are required to work at least five-eighths of their normal daily tour of duty after 4:30 p.m. and before 8:00 a.m. shall be paid at a rate of five percent over and above his/her normal straight-time hourly rate of pay for the entire number of hours so worked.
- C. **FOR STANDBY DUTY.** Employees who are required to perform standby duty shall be compensated at the rate of one-eighth pay per eight hours of standby duty.
- D. **FOR CALL BACK.** An employee called back to work in the same workday from either standby duty or non-standby duty status after working a full workday shall be compensated at one and one-half times the normal straight-time hourly rate for such work; provided, however, that the minimum compensation per instance shall be two hours at the rate set forth herein.
- E. **FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION.** Except for employees in the classification of Juvenile Institutional Officer Intermittent, an employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
  - 1. The full range of duties of the higher level position has been specifically assigned in writing by the Agency/Department Head.
  - 2. Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this Section, part-time employees can only meet the "full shift" criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.

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

- 1. The service in such position exceeds 10 days in any 12 month period, and payment shall be retroactive to the first day of such services in a 12-month period.
- 2. The rate of pay pursuant to this Section shall be calculated as though the employee has been promoted to the higher level position. Since out-of-class pay is an assignment rather than a Civil Service appointment to the position, the employee is not eligible for step increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
- 3. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
  - a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been

made for the same period, except as provided for in Salary Ordinance Section 3-14.7.

- b. Paid leave is limited to no more than 5 days in any pay period. Paid leave in this circumstance in excess of 5 days in a pay period shall be compensated at the employee's regular, non out-of-class pay rate.

Time worked in a higher level assignment in excess of the work week affixed to the employee's Civil Service appointed position shall be compensated pursuant to the provisions of Section 7 hereof.

- F. **REPORTING PAY.** In the event that a regular full-time employee is scheduled or directed to report for work and so reports and is told by the County that his/her services are not required, he or she will be entitled to two (2) hours pay at the normal straight-time hourly rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum of four (4) hours of pay at the normal straight-time hourly rate or straight-time hourly pay for hours actually worked, whichever is greater.
- G. **BILINGUAL PAY.** Employees receiving bilingual pay will only be compensated by one of the following provisions:
  - 1. **Positions Designated Bilingual.**: Upon the recommendation of the Agency/ Department Head and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$30 per pay period compensation. Compensation provided by this section shall be \$35 per pay period. Effective two pay periods following adoption of the MOU by the Board of Supervisors, compensation provided by this section shall be \$40 per pay period.
  - 2. **Bilingual Pay for Services Requested.**: An employee who has taken and passed a bilingual proficiency test coordinated by the County Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated an additional \$30 in any pay period in which the individual is directed by the Agency/Department Head or his/her designee to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an individual's bilingual competency shall not be subject to the grievance procedure. Compensation provided by this section shall be \$35 per pay period. Effective two pay periods following adoption of the MOU by the Board of Supervisors, compensation provided by this section shall be \$40 per pay period.
- H. **POST ASSIGNMENTS.** Persons working in post positions under Job Codes 6214, 6215, 6216, 6110, 6115, 6210, 6280, and 6282 in Juvenile Custodial Institutions who are unable to receive a duty free one-half hour lunch period shall be paid an additional 3 percent compensation.

## **SECTION 14. MEDICAL AND DENTAL PLANS**

### **A. MEDICAL PLAN COVERAGE**

#### **1. MEDICAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES.**

- a. For coverage from August 24, 2009 to January 31, 2011, the County shall contribute the total monthly premium of the lowest cost Health Maintenance Organization (HMO) Plan offered by the County at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family) in a Plan Year. The County will offer a comprehensive Medical Plans by an HMO or PPO/Indemnity Medical Plan option for eligible full-time employees, as well as their dependents. –The County contribution shall be the total monthly premium of the lowest cost HMO plan for eligible, full-time employees. If an employee is on paid status, on less than a full-time basis, the County contribution shall be specified as in 14.A.2.
- b. Effective for Plan year beginning February 1, 2011, through the remaining term of this 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 plan or 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.
- c. The County shall provide the following Medical Plan options:
  - 1) Indemnity/PPO Option
  - 2) Two HMO option(s)

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

2. **MEDICAL PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORK WEEK.** An employee 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 medical plan by a HMO or one of the indemnity/PPO options as provided in Section 14.A.1.c. for full-time employees provided, however, that the employee is scheduled to work at least 50 percent of the normal full-time work week for the job classification. Effective August 24, 2009 to January 31, 2011, 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 on paid status at least 50 percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status 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.

Effective for Plan year beginning February 1, 2011 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. For part time employees who choose the PPO/Indemnity plan, the County will contribute 90% of the total premium of the lowest cost HMO plan toward the total monthly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50 percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status 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.

3. **DUPLICATIVE COVERAGE.** This applies to married County employees and employees in domestic partnerships (as defined in Appendix B) both employed by the County. The intent of this section limits County employees who are married or in a domestic partnership (as defined in Appendix B) from both covering each other within the same medical plan. Married County employees and domestic partners (as defined in Appendix B), both employed by the County, shall be entitled to one choice from the following list of medical plans:
  - (a) Up to one full family HMO membership.
  - (b) Up to one full family Indemnity/PPO membership.
  - (c) Up to one full family HMO membership with up to one full family Indemnity/PPO membership.
  - (d) Up to one full family HMO membership with up to one full family alternative HMO membership.
  - (e) Up to one full family Indemnity/PPO membership with up to one full family Indemnity/PPO spousal membership. Effective February 1, 2010, there will no longer be a PPO Spousal plan.
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. Employees returning from such a leave must notify the Employee Service Center by completing the appropriate enrollment form within 30 calendar days of their return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

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

Employees can elect to continue uninterrupted coverage for the duration of their authorized leave of absence without pay by electing to pay for coverage. In the event that an employee elects to pay for a lower level of coverage while on leave, said employee will have that same lower level of coverage when they return to work. Said employee can only restore his/her prior level of coverage during open enrollment.

5. **30-DAY RE-ENROLLMENT**

- a. Newly hired eligible employees have 30 days after appointment to enroll in a health maintenance organization or indemnity option plan. Employees enrolled in a County sponsored medical plan, and experience a change in status such as: a marriage, adoption, loss of medical coverage by spouse/domestic partner, must enroll in or add/drop dependents to one of the County's sponsored medical plans within 30 days of the change of status.
- b. Employees enrolled in a medical plan through another source may, within 30 days of losing medical coverage, enroll in a medical plan offered by Alameda County. Employees seeking medical coverage under this provision must provide proof of lost medical coverage through a certification from the other employer or other health provider and meet the eligibility requirements as specified in Section 14.A.1 and 14.A.2.

6. **OPEN ENROLLMENT:** Eligible employees may choose from among any medical plan offered by the County during an Open Enrollment period.

B. **DENTAL PLAN OPTIONS**

1. **DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:** For coverage from August 24, 2009, through the term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a dental plan for eligible full-time employees as well as their eligible dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. This continuation shall apply to the dental plan options listed below. These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefits 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. Eligible full-time employees may elect any one of the following dental plan options:
  - (a) A PPO/Indemnity dental plan.
  - (b) A pre-paid, closed panel dental plan.
  - (c) A supplemental spousal dental plan option.

Effective February 1, 2011, the maximum annual benefit paid for by the County for each covered individual shall be \$1450.

2. **DENTAL PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORK WEEK:** For coverage August 24, 2009 through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a dental plan for less than full-time employees and their eligible dependents, provided, however that the employee is on paid status at least 50 percent of the normal full-time work week for the job classification. To participate, an employee has to be scheduled at least 50 percent of the normal full-time pay period for the job classification.

Should an employee fail to have been on paid status at least 50% of the normal full-time work week for the job classification, such employee will be responsible for the biweekly premium payment for that benefit.

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

3. Married County employees and employees in domestic partnerships (as defined in Appendix B) both employed by the County, shall be entitled to elect one choice from the following list of dental plan coverages:

- (1) Up to one full family PPO/indemnity dental plan together with up to one supplemental spousal dental plan.
- (2) Up to one full family PPO/indemnity dental plan together with up to one full pre-paid closed panel dental plan.
- (3) Up to one full prepaid closed panel dental plan.
- (4) Up to one full family indemnity plan.

4. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON DENTAL PLAN COVERAGE:** Employees who were absent on authorized leave without pay, and whose dental plan coverage was allowed to lapse for a duration of three months or less will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave. Employees returning from such a leave must notify the Employee Service Center by completing the appropriate enrollment forms within 30 calendar days of their 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 that are applicable to the plan year in which they reinstate.

5. **30-DAY RE-ENROLLMENT:**

- a. For employees who are enrolled in a County sponsored dental plan and experience a change in status such as: marriage, adoption, loss of dental coverage by spouse/domestic partner must, within 30 calendar days of the change in status, enroll in or add/drop eligible dependents to one of the County sponsored dental plans.
- b. Employees enrolled in a dental plan through another source may, within 30 days of losing dental coverage, enroll in a dental plan offered by Alameda County. Employees seeking dental coverage under this provision must provide proof of lost dental coverage through a certification from the other employer or other dental provider and meet the eligibility requirements as specified in Section 14.B.1 and 14.B.2.

6. **OPEN ENROLLMENT.** Eligible employees may choose from a dental plan listed in 14.B.1 during an Open Enrollment period. Premiums of all dental plans will be paid according to the level of coverage (Self, Self + 1, Family).

C. **MEDICAL AND DENTAL COVERAGE**

During the term of this MOU, the County and the association shall investigate the feasibility of offering alternative medical and/or dental plans or eliminating alternative medical and/or dental plan(s). The Association and the County agree to participate in good faith 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. The Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss possible changes related to the health and dental plans.

**SECTION 15. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES**

- A. **MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.
- B. **MINIMUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, County records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.



- D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by his/her Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$500, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage or theft. Property damage or loss incurred 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 16. DISABILITY INSURANCE BENEFITS**

- A. **PARTICIPATION.** The County shall continue to participate under the State Disability Insurance (SDI) Program.
- B. **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be shared equally by the employee and the County.
- C. **EMPLOYEE OPTIONS.** There are two options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:
1. Option 1: Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensating time off, floating holiday pay, and/or, with consent of the Agency/Department Head, discretionary Major Medical Supplemental Paid Sick Leave, or
  2. Option 2: Applying for disability insurance benefits and integrating accrued paid leaves with SDI benefits. Such accrued paid leaves shall include sick 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, unless the employee provides written notice to the Agency/Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or the County.
  3. **AMOUNT OF SUPPLEMENT.** The amount of the supplement provided in Section E. hereof, for any hour of any normal work day, shall not exceed the difference between 100 percent of the employee's normal gross salary rate, including premium conditions specified in Section 13. and applicable Salary Ordinance footnotes, and the "weekly benefit amount" multiplied by two and divided by 80.

- D. **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 a portion 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.

- E. **HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI.** For purposes of determining eligibility for the County's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on full-time paid status for their regular work schedules with regard to the days for which such supplement is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, 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 their former work schedules, if the employee is otherwise eligible pursuant to Section 14 herein.

- F. **HOLIDAY PAY IN CONJUNCTION WITH SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, 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.
- G. **PERSONAL DISABILITY LEAVE IN CONJUNCTION WITH SDI.** Refer to Section 8.M., Personal Disability Leave.

## **SECTION 17. NOTICE OF LAYOFFS**

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

## **SECTION 18. TWO WEEKS' NOTICE UPON TERMINATION**

In the event of the termination of an employee subject to this Memorandum for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or his/her designated agent

shall give to such employee a written notice of termination no less than 10 working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him on such date. Time spent on the job during such 10-day notice period by a probationary employee shall not be counted toward completion of the probationary period. The County agrees to furnish a copy of any such notice to the Union if the employee so requests in writing, but failure to receive such notice shall not invalidate such termination.

## **SECTION 19. AFFIRMATIVE ACTION; SAFETY**

- A. **AFFIRMATIVE ACTION.** The County will continue to meet with the Union on matters pertaining to Affirmative Action.
- B. **SAFETY.** A Departmental Safety Advisory Committee will be established to review unsafe working conditions and other safety related issues in the workplace. The Committee's objective will be to promote employee safety in the workplace, and to creatively address safety issues. The Committee will review, discuss, and make recommendations to the Department Head on a variety of safety issues of mutual concern. The Agency/Department Head, or his/her designee, shall forward a written response to the Committee within 30 days of receipt of written recommendations from the Committee on safety issues.

The Committee will consist of three representatives from the Union and three representatives from the Probation Department. The Committee may be expanded upon the mutual agreement of the Union and the Probation Department, and if there is a need for additional members based on the items on the agenda. The Committee will meet every other month to consult on safety matters. Additional meetings may be convened on an as needed basis. A request for an additional meeting must be made in writing, and shall occur within 15 working days of receipt of the written request.

The Probation Department and Union will alternate as chair for the meetings and prepare minutes of each meeting for distribution to all Committee members. An agenda will be prepared 7 days prior to each meeting, and all Committee members may submit items for the agenda.

## **SECTION 20. GRIEVANCE PROCEDURE**

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

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. An employee having a grievance shall first discuss it with his/her immediate supervisor, (Institutional Supervisor I and/or Institutional Supervisor II), and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of this subsection C. and may thereafter file a grievance in writing with his/her immediate supervisor Institutional Supervisor I and/or Institutional Supervisor II within seven working days after the date of such informal discussion. Within seven working days after the 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 from receipt of the answer within which to file an appeal to the Assistant Superintendent and/or the Superintendent, Juvenile Hall.
3. The Assistant Superintendent and/or the Superintendent, Juvenile Hall, or corresponding administrative level, shall have seven working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal to the Division Chief.
4. The Division Chief, or corresponding administrative level, shall have seven working days after receipt of the written appeal in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and 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 to the Agency/Department Head.
5. An Agency/Department Head shall have fifteen working days after receipt of the written appeal in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or 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 any 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.

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 a resolution or ordinance of the Board of Supervisors, by written agency/department rules, state law

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

- D. **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 division head or equivalent level of those cases in which such level of management are without authority to resolve the grievance as requested by the employee.
- E. **BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 4 of subsection C. herein, the grievant or his/her representative may, within thirty days after receipt of the decision of the Agency/Department Head made pursuant to said subsection C. request that the grievance be heard by an arbitrator.
- F. **INFORMAL REVIEW BY DIRECTOR.** Prior to selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or his/her designated representative shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director or the Director's representative shall have ten working days in which to review and seek adjustment of the grievance.
- G. **SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or the Director's representative and the employee or his/her representative. If the Director and the employee or their representatives are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or their representatives shall then alternately strike names from the list until only one name remains and that person shall serve as arbitrator.
- H. **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 or ordinance of the Board of Supervisors, the Alameda County Charter, State Law nor to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- I. **PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.

J. **EFFECT OF FAILURE OF TIMELY ACTION.** Failure by 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.

K. **LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days after the date upon which the County has allegedly failed to provide a condition of employment. This 60 day filing requirement is tolled only in the following applications:

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

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

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

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

M. **DESIGNATION OF APPEAL LEVELS.** Each Agency/Department Head shall designate in writing the positions or levels in his/her department to which the various appeals provided in subsection C. hereof shall be made.

N. **EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section I of the Memorandum 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, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to Section 20.C.2. In those cases in which an employee elects to represent himself/herself or arranges for independent representation, the County shall make no settlement or award

which shall be inconsistent with the terms and conditions of this Memorandum. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to subsection C.5. of this Section for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection E. hereof, the Union may elect to be a full and equal part to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

- 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 Agency/Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsection K. hereof, that the grievance is filed no later than 30 calendar days from date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Section; 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 21. STANDARDS AND TRAINING FOR CORRECTIONS**

- A. **MEET AND CONFER ANNUALLY.** The County agrees to meet and confer annually with the Union, on the subject of continuing participation in the Standards and Training for Corrections program, hereinafter referred to as STC, prior to the Probation Department making a proposal to the Board of Supervisors that participation be renewed for subsequent fiscal years during the life of the program.
- B. **REDUCED EXPECTATIONS AND WORKLOAD DEMANDS.** It is recognized that all eligible staff in the Juvenile Institutional Officer classifications will be required to complete the annual number of STC training hours as established by the Board of Corrections. Any increase in hours which may require over what has been the practice in the recent past would be given due account and consideration by supervisory and management staff in the course of the day-to-day departmental operations and task completion expectations.
- C. **TIME SPENT IN TRAINING COURSES.** Training hours required by STC provisions and the rules of the Board of Corrections will be directed work time and would normally occur within the scheduled workweek. Time spent in such training courses, approved by supervisory management staff for attendance by the members of the PPOA, which extends beyond the scheduled workweek would be regarded as overtime as would any other legitimate and directed work activity. The granting of overtime would be subject to the existing provisions of the Memorandum of Understanding and the County Administrative Code.
- D. **REIMBURSEMENT OF MILEAGE, AND PERSONAL OR TRAVEL RELATED EXPENSES, AND TRAVEL TIME ALLOWANCE.** When an employee is required by the Department to attend STC Post or Core training, the Probation Department will provide for reimbursement to the eligible employee for actual and reasonable costs incurred for overnight hotel accommodations, unless these costs have been pre-paid in advance by the Department. The employee will be reimbursed for overnight accommodation/lodging

costs when the training is outside of Alameda County and the employee's county of residence.

The employee will be reimbursed for three meals a day for each 24-hour period of travel, for actual and reasonable costs (with receipts), or established per diem daily meal costs. Reimbursement for meals on partial days of travel or training will be made if the employee was traveling or at training during normal meal hours for that day. When meal costs are included as part of the accommodation costs, there will be no reimbursement to the employee. When no receipt is available or submitted, reimbursement will be at the County's/Department's established per diem rate.

Employees will be reimbursed for meal costs when they are enrolled and attend training for STC Core or Annual training that occurs outside of Alameda County. Meals will not be reimbursed to the employee for any training that occurs within Alameda County. All costs will be reimbursed in accordance with established procedures, consistent with approved Department Administrative Policies and Procedures.

Since training typically does not occur on Saturdays or Sundays, an employee attending such training may elect to commute to his or her home and back to the training site each weekend. Mileage costs and reasonable time necessary to travel between home and the training site during the commute will be paid to the extent that they exceed the employee's normal commute from home to his/her regular worksite. This option will be available each weekend only (i.e., from the training site on Friday afternoons and to the training site on Monday mornings) during the period of training. An employee who chooses to return home at the end of each training day, in lieu of accepting lodging accommodations during the training period, may claim mileage and related costs. The employee will be reimbursed for those mileage costs to the extent that they exceed his/her normal commute from home to his/her regular worksite. The employee who chooses to return to his/her home on a daily basis during the core training period, will not be allowed to claim commute time.

- E. **POTENTIAL FOR DISCIPLINARY ACTION**. A requirement for participation in the STC program is completion of a minimum number of training hours for all new and current employees according to the schedule prescribed by the State Board of Corrections. Each employee will be required to complete, within the prescribed time period, training in the amount specified by that Board. Except for reasons beyond an employee's control, if the employee fails to complete the required hours of training within the specified time period, the employee will be subject to appropriate disciplinary action.

## **SECTION 22. 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, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment becomes effective, and the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment impacted, as soon as feasible, in order to assure that the state, federal or decisional



mandate does not result in an overall increase or decrease of benefits to employees in the area so affected.

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

### **SECTION 23. ACCESS TO PERSONNEL FILES**

- A. The administrative personnel file of Probation Department employees shall be maintained in the Personnel Office of the Probation Department. The departmental personnel file of Social Services Agency employees shall be maintained in the Personnel Office of the Social Services Agency.
- B. **ACCESS.** An employee shall be permitted to review his/her administrative/departmental personnel file at least once annually during regular working hours except that persons occupying post positions shall not be permitted to leave their work assignment for such purpose. The employee may review all material placed in his/her file except such material that was obtained as third party reference material and any records of an employee relating to an investigation of possible criminal offenses. The employee shall be provided an opportunity to respond in writing to any information contained in the administrative/departmental personnel file. Such response shall become a permanent part of the employee's permanent personnel record.
- C. **AUTHORIZATION.** When accompanied by the employee or upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such employee's personnel file. Such reviews shall be made in the departmental Personnel Office and are subject to the presence of a member of the Personnel staff.

### **SECTION 24. DEPENDENT CARE SALARY CONTRIBUTION**

Subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care. (Eligible employees may only salary contribute for such expenses; there is no County contribution for dependent care.)

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

## **SECTION 25. CATASTROPHIC SICK LEAVE PROGRAM**

Effective the second pay period after this Memorandum of Understanding is approved by the Board of Supervisors, 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. 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 tenured 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 medical verification including diagnosis and prognosis 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. Employees may donate unlimited amounts of time.
- 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.

## **SECTION 26. LIFE INSURANCE**

Except for Juvenile Institutional Officer Intermittents, SAN Transportation Workers, and any employee who is regularly scheduled to work less than half the normal work week for the job classification, basic group life insurance coverage of \$15,000 will be provided to each employee who meets the County of Alameda eligibility requirements as stated by the plan documents. The County shall continue to pay necessary premiums for two pay periods after the employee goes on approved leave without pay.

Life insurance is subject to eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.

## **SECTION 27. VISION REIMBURSEMENT PLAN**

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after 6 months of continuous employment working at least 50 percent time or more per pay period. The employee shall be reimbursed for the cost of either lens and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$175 in the 24 month period ending August 31, 1999, and each subsequent 24 month period. Effective August 31, 2001, the reimbursement for the cost of either lens and frames or contacts shall be increased to \$200. Reimbursement will be made subject to applicable Auditor's Office procedures and requirements.

## **SECTION 28. DISABILITY INSURANCE POLICY**

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

## **SECTION 29. EDUCATIONAL STIPENDS**

Upon the approval of the Agency/Department Head of any plan submitted by an employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the County shall pay 100 percent of the first \$50 of an approved educational expense per employee and 75 percent of the expenses above \$50 to a maximum County payment of \$400 per employee per fiscal year.

The maximum County liability under this section shall not exceed \$8,800 in any fiscal year. Employees shall receive such stipends on a first come first served basis each fiscal year.

## **SECTION 30. UNIFORMS**

Within thirty (30) days of appointment to the classification of Juvenile Institutional Officer I, Juvenile Institutional Officer II, or Juvenile Institutional Officer III, the County will provide six (6) polo style shirts to each employee. For those employees already employed in the classification of Juvenile Institutional Officer I, Juvenile Institutional Officer II and Juvenile Institutional Officer III 30 days following adoption of this MOU, by the Board of Supervisors, the Probation Department will provide six (6) polo shirts to each employee. Employees in these classifications shall be required to wear the polo shirt while on duty during work hours. On an annual basis, the Department shall replace two shirts per employee. Any employee on any type of leave of

absence for more than six months, shall not receive the subsequent years' annual replacement of shirts due to the absence.

The Probation Department will provide for the cleaning of each employee's shirts. The procedure for the cleaning of the shirts will be provided to all employees within 30 days of adoption of this MOU.

The Probation Department will replace or repair any/all shirts that are damaged, provided that the damages occurred in the course of duty and that these damages were not caused by or contributed to by any negligence on the employee's part. The determination whether to replace a shirt shall be at the discretion of the Agency/Department Head, or designee.

### **SECTION 31. AGENCY/DEPARTMENT HEAD**

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

### **SECTION 32. SAVINGS CLAUSE**

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum 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 33. ENACTMENT**

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

### **SECTION 34. SCOPE 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 MOU. 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.

Signed and entered into this 3rd day of December, 2010.

**FOR ALAMEDA COUNTY**

**FOR PROBATION PEACE OFFICERS'  
ASSOCIATION**

Cynthia Baron

W. J. Liano

Tomie J. J.

J. Frey

Terry Dykes

Wendy L. Carter

Mary Welch

MARY WELCH, Interim Director  
Human Resource Services

Approved as to Form:

RICHARD E. WINNIE, County Counsel

Richard E. Winnie

## APPENDIX A

Listed herein are those Alameda County job classifications in Representation Unit 01 and 076 represented by the Probation Peace Officers Association. The wage rates shown are established by the Alameda County Board of Supervisors are effective on the dates shown. All job classifications have a work week of 40 hours. The FLSA designation for these job classes is Covered (C).

ITEM	TITLE	EFFECTIVE DATE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
<b>6103</b>	<b>Probation Aide</b>						
		08/10/2008	1910.40	2008.00	2105.60	2212.00	2324.80
<b>6205</b>	<b>Night Group Supervisor, SSA</b>						
		08/10/2008	1550.40	1628.00	1712.80	1789.60	1883.20
		01/23/2011	1596.80	1676.80	1764.00	1843.20	1940.00
<b>6210 N</b>	<b>Juvenile Inst Officer Intermit</b>						
		08/10/2008		22.48	23.63	24.86	25.89
<b>6214</b>	<b>Juvenile Inst Officer I</b>						
		08/10/2008	1883.20	1978.40	2079.20	2180.80	2276.00
		01/23/2011	1940.00	2037.60	2141.60	2246.40	2344.00
<b>6215</b>	<b>Juvenile Inst Officer II</b>						
		08/10/2008	2072.00	2177.60	2276.00	2401.60	2516.00
		01/23/2011	2134.40	2243.20	2344.00	2473.60	2591.20
<b>6216</b>	<b>Juvenile Inst Officer III</b>						
		08/10/2008	2221.60	2335.20	2450.40	2574.40	2696.00
		01/23/2011	2288.00	2405.60	2524.00	2652.00	2776.80
<b>6280</b>	<b>Child Care Worker I</b>						
		08/10/2008	1883.20	1978.40	2079.20	2180.80	2276.00
<b>6282</b>	<b>Child Care Worker II</b>						
		08/10/2008	2072.00	2177.60	2276.00	2401.60	2516.00
<b>6990</b>	<b>Transportation Worker</b>						
		08/10/2008	1708.80	1800.00	1876.80	1965.60	2072.00
<b>6990 N</b>	<b>Transportation Worker</b>						
		08/10/2008					23.73

## APPENDIX B

### DOMESTIC PARTNERS

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

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

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

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

## **APPENDIX C**

### **Chapter 3.48**

#### **EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES**

##### **Sections:**

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

##### **3.48. 010 Purpose.**

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

##### **3.48.020 Scope.**

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

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

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

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

##### **3.48.040 Objectives.**

The objectives of this procedure are: to provide an efficient means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements;



to decrease significantly formal complaints which are expensive, time consuming and detrimental to good employee relations; and to sensitize managers and supervisors to the needs of individual employees or groups and to improve their capability of handling problems before they become complaints (Prior admin. code 2-18.04)

### **3.48.050 Definitions**

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

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

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

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

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

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

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

### **3.48.060 Filing of FEPC and EEOC complaints not prohibited.**

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

### **3.48.070 Informal and formal procedures.**

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

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with

the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the Director of Human Resource Services.

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

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

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

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

6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The Director of Human Resource Services shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all

formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

**3.48.080 Costs of hearing.**

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

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## **SIDELETTERS OF AGREEMENT**

Sideletters of Agreement and Letters of Understanding are provisions negotiated by the Union and the County that are separate from, and supplemental to, the Memorandum of Understanding.

These provisions are not grievable unless so specified in their language, but they are legally enforceable through the courts.

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**PPOA NEGOTIATIONS**

November 17, 1997

**BADGES FOR PERMANENT GROUP COUNSELORS**

**SIDELETTER OF AGREEMENT**

With sixty (60) days of adoption of a new Memorandum of Understanding between the County and the Probation Peace Officers' Association, the Probation Department will revise applicable sections of the Department's administrative manuals, and policies and procedures to provide for the issuance of public safety badges to permanent full-time Group Counselors. Upon revision of the applicable manuals, policies and procedures, the Probation Department will provide public safety badges to employees in permanent full-time Group Counselor I, II, and III positions in item numbers 6214, 6215 and 6216.

FOR THE COUNTY:

Lee Kene  
Paul Abel  
Michiko

FOR THE ASSOCIATION:

Norman I. Santos  
Robert M. Moss  
Bettye Snowden  
Dwight Lee Atkins  
James F. Jensen

Date: Nov. 17, 1997

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT  
  
CAFETERIA BENEFIT PLAN

Amend the Salary Ordinance Section 7-9, 7-10 and 7-11 to include: Effective as soon as administratively possible following adoption by the Board of Supervisors, each Probation Peace Officers' Association represented full time employee is eligible for a cafeteria benefit plan in the amount of \$300 for the 2011 plan calendar year and an additional \$300 for a total annual amount of \$600 in calendar year 2012. For years 2013, 2014, and 2015 the annual total amount shall be \$600 per plan year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to employee who reinstates shall not exceed \$300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year.

An employee may, through payroll deduction, contribute to his/her cafeteria benefit plan in order to pay for plan benefits with pre-tax salary. The maximum employee contribution for each year of the Memorandum of Understanding shall be \$3000.

Prior to January 1 of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate the salary contribution amount to the Health Care Expenses Account. Except in the case of a termination and reinstatement or a change in dependent status, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including salary contributions made pursuant to Section 7-11, are County funds.

**Health Care Expenses Account.** Payments may be made for qualifying medical care expenses within the meaning of Code Section 213(d) of the Internal Revenue Code (i.e., out-of-pocket medically necessary, medical, dental and vision care expenses, including deductibles, co-insurance payments, services and over-the-counter drugs (OTC)), provided that such expenses incurred during a period of coverage and paid for by the employee and eligible family members and are not reimbursed or paid under the employee's medical and dental plans or any other applicable personal or group health and dental plan.



## DEPENDENT CARE

Subject to the applicable provisions of the Internal Revenue Code, employees covered by this Memorandum of Understanding are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care. Reimbursements are made solely on a monthly basis subject to submission of itemized statements, proof of payment, adequate accumulation of salary contributions and all applicable County Administrative procedures.

For the County:

Cynthia Baron

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

For the Probation Peace Officers' Association:

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

DATE: 10/5, 2010



# COUNTY ADMINISTRATOR

1221 OAK STREET • SUITE 555 • OAKLAND, CALIFORNIA 94612 • (415) 272-6884

MEL NING  
COUNTY ADMINISTRATOR

STEVEN C. SZALAY  
ASSISTANT COUNTY ADMINISTRATOR

## SIDELETTER OF AGREEMENT

### CLARIFICATION OF SECTION 3.C.8., NO STRIKE

The County of Alameda and Public Employees Union Local 1 representing the Probation-Juvenile Institutions Employees' Association hereby agree to the following:

CLARIFICATION OF SECTION 3.C.8., NO STRIKE: In Section 3.C.8. No Strike, the phrase "support any strike" shall be interpreted to mean a concerted action by the union to support any strike.

For the County:

Karen D. Schenck  
Jane Jennings  
Keith Fleming  
\_\_\_\_\_

For the Unions:

James Williams  
Norman J. Santos  
Vicki Bushane  
Dwight L. Atkins  
Paul W. Platt  
B. Boone  
\_\_\_\_\_

Entered into this 8th day of December, 1988.

**SIDELETTER OF AGREEMENT**

**BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION AND  
THE COUNTY OF ALAMEDA**

**EMPLOYEE DISCUSSION RECORD**

The County of Alameda and the Probation Peace Officers' Association hereby agree to the following:

In December 1998, the parties agreed to delete Item 5 from the sideletter dated December 23, 1985 regarding "Letters of Caution". In December 1988, the parties agreed that the form "Employee Discussion Record", attached to this sideletter may be used.

FOR THE COUNTY:

P. Kevin Buchanan  
Paul Ahl

FOR THE ASSOCIATION:

Norman J. Santos

Date:

10 August 2010

# ALAMEDA COUNTY PROBATION DEPARTMENT EMPLOYEE DISCUSSION RECORD

## INSTRUCTIONS

DISCUSSION DATE \_\_\_\_\_

This form is to be used by SUPERVISORS to record discussions with employees. It may also be used as a written warning notice to an employee. Such discussion and/or written warning notice does not constitute formal disciplinary action. The form does not dictate a firm and rigid outline for such a discussion, but is a guide to insure that all items necessary for a successful discussion are covered.

The form should be prepared during, or immediately after, the discussion. It is most important that the form be completed in such a manner that the employee will clearly understand the following:

1. What activity or lack of activity on his/her part has necessitated this discussion.
2. What action, if any, will be taken by the supervisor at this time.
3. What further action will be taken if the employee repeats or continues the activity which necessitated this discussion.

After completing the form, give one copy to the employee. The original is to be forwarded to the Probation Personnel Office and will be kept in the personnel file for a period of one year from the discussion date. If the situation is corrected, the original will be disposed of by sending it to the employee.

EMPLOYEE NAME	CLASSIFICATION
REASON FOR DISCUSSION	
DETAILS OF DISCUSSION	
UNDERSTANDING WITH EMPLOYEE REGARDING EFFECT OF ABOVE ON HIS/HER JOB	
DECISION REACHED	
RECORD	
If the situation is corrected, the original copy of this discussion record will be removed from the personnel file and returned to the employee after: _____ (Date)	
THOSE PRESENT AT DISCUSSION	
EMPLOYEE'S SIGNATURE	DATE
SUPERVISOR'S NAME (PRINT OR TYPE) AND SIGNATURE	DATE

240-961 (1/83)

WHITE-Personnel; CANARY-Employee; PINK-Supervisor

PPOA – August 24, 2009 – August 29, 2015

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

HEALTH PLAN COPAY

Effective February 1, 2011, PPOA agrees to the \$15 copayment plan for all health plans offered by Alameda County.

For the County:

Cynthia Baron  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Probation Peace Officers' Association:

[Signature]  
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[Signature]  
[Signature]

DATE: 10/5, 2010

PROBATION PEACE OFFICERS ASSOCIATION NEGOTIATIONS  
COUNTY COUNTERPROPOSAL  
SIDELETTER OF AGREEMENT

Except for transfers and re-assignments which occur under the terms of Section 6F, Shift Assignments in Juvenile Hall of the Memorandum of Understanding, the County agrees to meet and confer when more than two (2) employees in a unit are to be involuntarily transferred at the same time. Involuntary transfers are defined as transfers where employees do not consent to the transfers.

FOR THE COUNTY

FOR PROBATION PEACE  
OFFICERS' ASSOCIATION

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Dated 10/12/94

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Dated 10/12/94

LETTER OF UNDERSTANDING  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

JIO INTERMITTENT MEAL PAY

Effective the first full pay period following adoption by the Board of Supervisors, the parties agree to cease paying 3% meal pay to the Juvenile Institutional Officer Intermittent (6210N) classification effective the first full pay period following adoption by the Board of Supervisors as there has been no authority for this compensation as referenced below.

For the County:

Cynthia Baran  
[Signature]  
W. J. [Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

For the Probation Peace Officers' Association:

[Signature]  
[Signature]  
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[Signature]  
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[Signature]  
[Signature]  
[Signature]

DATE: 10/5, 2010

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

The parties agree that the classification of Juvenile Institutional Officer Intermittent shall be phased out due to the addition of 30 additional full time Juvenile Institutional Officer positions. Accordingly, any JIO Intermittent employee that does not respond to the current scheduling practice, shall be noticed that he/she shall no longer be employed with Alameda County per Civil Service Rule 2424, Automatic Resignation.

Consistent with the foregoing, the parties agree that the classification of Juvenile Institutional Officer Intermittent shall be utilized as a services-as-needed classification as per Civil Service Rule 1713 effective immediately. The pre-existing conditions outlined by Administrative Manual Section 1322.13, or any other method, are hereby terminated effective immediately.

For the County:

  
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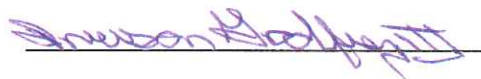
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For the Probation Peace Officers' Association:

  
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DATE: 10/5, 2010



SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

LABOR-MANAGEMENT COMMITTEE

The Probation Department and the Probation Peace Officers' Association hereby agree to the following:

To establish a Labor-Management Committee for the purpose of providing a forum for information-sharing, identification of issues requiring resolution, and reviewing workplace developments. The Committee's goal is to promote the improvement of employer-employee relations in the Probation Department, and to creatively address the demands of the future while preserving the integrity and rights of the work force. Management staff of the Probation Department and PPOA representatives will review, discuss and make recommendations to the Department Head on a variety of departmental issues of mutual concern in order to develop a unified system of service delivery. Management staff of the Probation Department and PPOA commit to consistent attendance and full participation in the Committee.

**Committee Composition**

The Committee will consist of an equal number of management and labor representatives up to a maximum of five representatives from each party. The Committee may be expanded upon the mutual agreement of the Department and the PPOA if there is a need for additional members based on the items on the agenda.

**Meetings**

- The Committee meetings will be scheduled monthly for three hours each meeting.
- Meetings may be rescheduled by mutual agreement between the Department and the PPOA.
- Additional meetings may be convened on an as needed basis upon mutual agreement between the Probation Department and the PPOA.
- Non-attendance at a scheduled meeting by either party on two consecutive occasions or on three occasions within a six-month period will result in the suspension of the Committee until the non-offending party is satisfied that reconvening the Committee would be beneficial. The Committee meeting suspension period shall not exceed two months.

**Protocol**

- The Probation Department and the PPOA will alternate as chair of the meetings.
- An agenda will be prepared by the Probation Department seven days prior to each meeting.
- All Committee members may submit items for the agenda.
- The Probation Department will prepare minutes of each meeting for distribution to all Committee members.
- The Probation Department and the PPOA agree to arrive at each scheduled meeting with any and all agreed upon work products fully prepared for presentation to the Committee. Failure to arrive to a Committee meeting fully prepared on two consecutive occasions or on three occasions within a six month period will result in the suspension of the Committee until the required work product is available. The Committee meeting suspension period shall not exceed two months.

Committee recommendations, if any, will be advisory. The Department Head or his/her designee shall forward a written response to the Committee within thirty (30) days of receipt of the written recommendations from the Committee.

The Committee will not discuss mandatory subjects of bargaining, or issues related to discipline, grievances, or individual performance problems. Should a matter arise during the meeting that is grievable, the PPOA will not be precluded by these discussions from filing a grievance.

**Duration**

This sideletter will remain in effect from the date of ratification of the Memorandum of Understanding by the Board of Supervisors until the expiration date of the Memorandum of Understanding.

For the County:

For the Probation Peace Officers' Association:

*Cynthia Baron*  
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DATE: 10/5, 2010

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

MEAL PAY

**SALARY ORDINANCE SECTION 3-14 PROBATION DEPARTMENT**

Effective with the end of the second full pay period after adoption of the MOU, the provision of the Salary Ordinance Section 3-14.6, pertaining to a 3% differential for meal periods will be terminated and the referenced 3% pay differential shall be incorporated into the base salary for the JIO I, II, III and Night Group Supervisor classifications.

For the County:

*Cynthia Baron*  
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For the Probation Peace Officers' Association:

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DATE: 10/5, 2010

## SIDELETTER OF AGREEMENT

### BETWEEN THE PROBATION PEACE OFFICERS' ASSOCIATION AND THE COUNTY OF ALAMEDA

#### ORIENTATION FOR GROUP COUNSELOR

##### GROUP COUNSELORS:

The panel can be comprised of the Juvenile Hall Director, Assistant Director, Food Service Manager, a selected number of second line supervisors and the Training Manager.

First hour of instruction: Overview from Director and Assistant Director regarding the roles and responsibilities of counselors in accordance with the mission statement, administrative manual and Title 15. Overview from Food Service Manager regarding the importance of proper nutrition and the need for staff to encourage and support it whenever possible. The role and importance that food plays in the mental and physical development of youth. Overview from the Training Manager to support management and line staff in identifying training needs in the institutional setting.

Second Hour of instruction: Review of unit specific requirements of Group Counselor position in site specific setting (Juvenile Hall, Camp Sweeney, CCDC). Promote the idea of voluntary rotation; supervisory staff to reinforce management expectations and teamwork.

Third Hour of instruction: Questions and answers from information covered in the first two hours of instruction.

Fourth hour of instruction: Problem solving process to discuss cases of particular concern. Discussion of past incidents (attempted escapes, assaultive behavior, overcrowding, etc.) as models for anticipating and preventing future custodial problems.

- *Resources: All of the available manuals, guides and aides that are currently being used as tools and references in assisting Group Counselors in the jobs should be reviewed and used during this training.*

For the County:

Glen Berkheimer  
Debbie A. Ward  
Debra E. M. M. M.  
Ron Johnson  
K. Anderson  
Debra W. L. L.

DATE: May 6, 2003

For the PPOA:

Larry Dykes  
Vincent B. B. B.  
James B. B.  
Wendy Carter  
W. B. B.




RETIREMENT PLAN MODIFICATION AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA

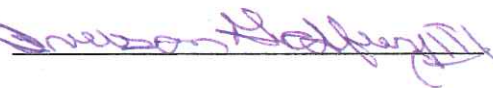
The County of Alameda and the Probation Peace Officers' Association hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired on or after October 17, 2010 by the Probation Department shall be modified as follows:

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

For the County:

For the Probation Peace Officers' Association:

  
  
  
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DATE: 10/05/10, 2010 PPOA – August 24, 2009 – August 29, 2015  
- 75 -

**SIDELETTER OF AGREEMENT**

**BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION AND  
THE COUNTY OF ALAMEDA**

**STC TRAINING**

The County of Alameda and the Probation Peace Officers' Association hereby agree to the following:

STC TRAINING: Recognizing the need for Group Counselors to remain proficient in the areas of restraint, first aid, and CPR, refresher classes may be required as part of the mandatory STC training hours.

FOR THE COUNTY:

P. Juan Buchanan  
Vicente  
\_\_\_\_\_

FOR THE ASSOCIATION:

Norman J. Sanders  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

Date:

August 2009

# **ALAMEDA COUNTY SAFETY COALITION**

## **County Settlement Offer**

**This Settlement Offer Supersedes Previous Offer of December 23, 2002**

**June 16, 2003**

- 1a. The 3% at 55 enhanced safety retirement benefits for past and future service shall be effective as soon as agreement is reached with each safety employee organization, but no sooner than July 1, 2003.

In addition, providing all of the following conditions are met:

- A. A safety employee organization settles its MOU with the County and,
- B. The County adopts a resolution providing that a safety employee in that safety employee organization, who retires with the current 2% at 50 safety retirement benefit after the adoption of the resolution and before the effective date of 3% at 55, shall, at the option of the safety employee, be uplifted to the 3% at 55 safety retirement benefit as of the effective date of 3% at 55 or to the 3% at 50 safety retirement benefit as of the effective date of the 3% at 50 safety retirement benefit.

Employees who retire after the effective date of the 3% at 55 safety retirement benefit, and who are under the age of 55 years old, shall subsequently be uplifted to the 3% at 50 safety retirement benefit at such time as the 3% at 50 safety retirement benefit becomes effective.

- 1b. Safety employees who retire on or after January 1, 2005 will receive the 3% at 50 enhanced safety retirement benefits for past and future service.

Only safety employees who retire under the above-stated conditions may uplift. A safety employee, so retiring, may uplift only once.

2. The past service costs will be assumed by any one or a combination of the following:

- A. Monies set aside by the Retirement Board.
- B. Monies made available through legislation.
- C. Pension Obligation Bonds.

3. Future service costs will be shared by the County and the safety employees:

- A. Safety employees will pay three percent (3%) of their pensionable wages/salary.
- B. Safety employee deductions shall commence at the beginning of the pay period in which the 3% at 55 enhanced safety retirement benefit is effective.

To the extent permissible, the safety employees' share shall be paid on a pre-tax basis through payroll deduction.

4. There shall be no modification to the current tiers.

5. Each safety employee organization MOU shall be extended through 2009. The County and each safety employee organization shall meet separately regarding terms and conditions of their MOU's, which, in addition to Number 3 above, must include:
- A. The deletion of Admission Day and Columbus Day as holidays and substituting two floating holidays effective 2003.
  - B. The County shall pay the cost of the least expensive health plan beginning 2004. The least expensive health plan shall have a plan benefit structure as the plans currently offered and as may be amended from time to time.
  - C. Each safety employee organization shall be a part of and agree to the agreements reached with the Health Care Task Force.
  - D. Beginning January 1, 2004, each safety employee organization shall agree to re-open their respective MOU's in the event that the Alameda County Board of Supervisors determines that countywide fiscal responsibility requires reconsideration of wages set forth in any established memorandum of understanding, said memorandum(a) shall be reopened for the sole purpose of renegotiating wages.
6. There are peripheral issues that must be resolved to reach agreement on the 3% at 50/55 enhanced safety retirement benefits.
7. All of the above items must be resolved by all of the safety employee organizations for implementation of the enhanced safety retirement benefits.
8. Items 3, 5, and 6 above are not applicable to Fire.

For the County:

Keith Fleming  
[Signature]  
Dennis A. Wardle  
Younis Y. Harris  
 \_\_\_\_\_  
 \_\_\_\_\_

For the Safety Coalition:

Daoulat Madigan Jr. DSA  
Vincent Bordon PP04  
[Signature] Local 556  
[Signature] D.A.  
Dr. Castro, President ACHA  
[Signature] Local 55 ACPPA  
[Signature] CPBA  
[Signature] PP04  
[Signature] ACHA/OG3  
 \_\_\_\_\_

DATE:

6/16/03

PP04 - August 24, 2009 - August 29, 2015



## SIDELETTER OF AGREEMENT

- 79 -

# ALAMEDA COUNTY BOARD OF SUPERVISORS

## MINUTE ORDER

*The following was action taken by the Board of Supervisors on December 21, 2010*

Approved as Recommended ☒ Other ☐

Read titles, waived reading of ordinances in their entirety and adopted Ordinances O-2010-72 and O-2010-73

Unanimous ☒ Carson ☐ Haggerty ☐ Miley ☐ Steele ☐ Lai-Bitker ☐ - 5  
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- ☒ Ordinance(s) O-2010-72  
☒ Ordinance(s) O-2010-73  
☐ Contract(s) \_\_\_\_\_

File No. 26672  
Item No. 23

Copies sent to:

Sue Eagleton



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**  
**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

trnguyen 092006 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

Inguyen 092006 updated

**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2013**

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

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

trnguyen 09/20/05

**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2014**

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

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

Trnguyen 09/20/05

**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2015**

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

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

tinguyen 092005