



**Human Resource Services**

---

March 15, 2022

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

SUBJECT: ADOPT: 1) ALAMEDA COUNTY PROSECUTORS' ASSOCIATION ("ACPA") MEMORANDUM OF UNDERSTANDING, INCLUDING ONE (1) SIDELETTER OF AGREEMENT; 2) SALARY ORDINANCE AMENDMENT TO DELETE THE SUBSECTION IN SECTION 7-10 THAT REFERENCES ACPA; AND 3) ADMINISTRATIVE CODE AMENDMENT TO DELETE THREE (3) SUBSECTIONS IN CHAPTER 3.64 SECTION 3.64.050

Dear Board Members:

**RECOMMENDATIONS:**

- A. Adopt an Ordinance approving the February 25, 2020 through November 12, 2022 Memorandum of Understanding ("MOU") between the Alameda County Prosecutors' Association ("ACPA") and the County of Alameda ("County"), including Appendices A through C, and one (1) Sideletter of Agreement ("SLA");
- B. Adopt a Salary Ordinance amendment to Article 7 (Other Provisions), Section 7-10 (CAFETERIA BENEFIT PLAN: AMOUNT OF ALLOCABLE MONEY) to delete a subsection related to ACPA; and
- C. Adopt an Administrative Code amendment to Chapter 3.64 (EMPLOYEE HEALTH AND WELFARE BENEFIT PROGRAM) to delete subsections A.3., B.3. and C. in Section 3.64.050 (County medical and dental contribution).

**DISCUSSION/SUMMARY:**

On February 25, 2020, your Board certified ACPA as the recognized employee organization for the previously Unrepresented classifications of Deputy District Attorney (Job Code ("JC" #3300PA); Deputy District Attorney SAN (JC #3300N); Assistant District Attorney (JC #3390PA); and Senior Deputy District Attorney I (JC #3390PA) in Representation Unit R46. Representatives of the County and of ACPA (collectively herein, the "Parties") held 22 negotiating sessions beginning April 15, 2020, and reached agreement on the new MOU, including one (1) SLA and concluding the collective bargaining process.

As such, staff recommends that your Board adopt an Ordinance approving the new February 25, 2020 through November 12, 2022, MOU between the Parties, including one (1) SLA. The new MOU includes the following provisions:

- Preamble – references the two and seven-tenths (2.7) year term.
- Section 1 (Recognition)
- Section 2 (No Discrimination)
- Section 3 (Association Security)
- Section 4 (Association Bulletin Board; Meetings; Access to Employees)
- Section 5 (Release Time)
- Section 6 (Probationary Period) – references a 12-month probationary period.
- Section 7 (Wages and Alameda County Retirement Association ("ACERA") Contributions) – incorporates the agreement approved by your Board on January 12, 2021; and incorporates established practice of merit increase considerations.

- Section 8 (Premium Conditions) – incorporates bilingual pay, mileage reimbursement and payment of California State Bar dues.
- Section 9 (Holidays and Paid Leave)
- Section 10 (Vacation Leave) – incorporates vacation sellback of up to 120 hours plus an additional 80 hours for purchase of voluntary disability insurance per fiscal year during the term of the MOU.
- Section 11 (Sick Leave)
- Section 12 (Catastrophic Sick Leave Program)
- Section 13 (Leaves of Absence)
- Section 14 (Medical, Dental, Vision, Share the Savings, Cafeteria Benefit Plans, and County Allowance) – incorporates the Agreement and Supplemental Agreement approved by your Board on January 12, 2021 and October 12, 2021, respectively.
- Section 15 (State Disability, Voluntary Disability, and Life Insurance; Alternative Child Care) – incorporates Child Bonding Leave of up to six (6) months.
- Section 16 (Equal Opportunity)
- Section 17 (Grievance Procedure)
- Section 18 (Discipline Procedure)
- Section 19 (Reduction in Force and Layoff)
- Section 20 (Community Events) – incorporates attendance in six (6) community events per calendar year as designated by the Department Head.
- Section 21 (Department Head Defined)
- Section 22 (No Strike – No Lockout)
- Section 23 (Savings Clause)
- Section 24 (Enactment)
- Section 25 (Scope and Term of MOU) - establishes term of the MOU from February 25, 2020 through November 12, 2022.
- Appendix A (Salaries by Job Classifications) – incorporates salaries for Deputy District Attorney (JC #3300PA); Deputy District Attorney SAN (JC #3300N); Assistant District Attorney (JC #3390PA); and Senior Deputy District Attorney I (JC #3390PA).
- Appendix B (Domestic Partners)
- Appendix C (Chapter 3.48 Employment Discrimination and Complaint Procedures)
- SLA – establishes one (1) new SLA on Indemnification and Defense.

On January 12, 2021 and October 12, 2021, your Board approved an Agreement and Supplemental Agreement, respectively, with ACPA related to wages, County Allowance, employee medical premium cost-share, and annual PPO dental maximum. The approved provisions were codified in Article 7 (Other Provisions), Section 7-10 (CAFETERIA BENEFIT PLAN: AMOUNT OF ALLOCABLE MONEY) of the Salary Ordinance, and in subsections of Chapter 3.64 (EMPLOYEE HEALTH AND WELFARE BENEFIT PROGRAM), Section 3.64.050 (County medical and dental contribution) of the Administrative Code, with said provisions to be deleted upon your Board's adoption of a new MOU between the Parties. Given the Parties reached agreement on the new MOU, staff also recommends deleting reference to ACPA in Article 7, Section 7-10 of the Salary Ordinance and the entire subsections A.3., B.3. and C. in Chapter 3.64, Section 3.64.050 of the Administrative Code.

Finally, the County and ACPA would like to acknowledge the collaboration of all parties involved in this new MOU and honor the memory of Assistant District Attorney Robert L. Warren, in recognition of his hard work and commitment to public service.

#### **FINANCING:**

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

**VISION 2026 GOAL:**

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

Very truly yours,

DocuSigned by:  
  
2CC022F934DA404  
Joe Angelo, Director  
Human Resource Services

c: CAO  
Auditor-Controller  
County Counsel  
District Attorney

**SECOND READING - CONTINUED FROM 03/15/2022**

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By 

Donna R. Ziegler, County Counsel

Ordinance No.  
O-2022-17

**AN ORDINANCE APPROVING THE  
FEBRUARY 25, 2020 THROUGH NOVEMBER 12, 2022 MEMORANDUM OF UNDERSTANDING WITH  
THE ALAMEDA COUNTY PROSECUTORS' ASSOCIATION**

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

**SECTION I**

The provisions of Sections 1 through 25, Appendices A through C, including one (1) new Sideletter of Agreement, of the February 25, 2020 through November 12, 2022 Memorandum of Understanding, between the County negotiators and the Alameda County Prosecutors' Association applicable to employees in Representation Unit R46 are hereby approved and incorporated herein by reference.

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **22<sup>nd</sup>** day of **March, 2022**, to wit:

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

**NOES:** None

**EXCUSED:** None



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30786  
Agenda No: 24  
Document No: O-2022-17



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

**ATTEST:**  
Clerk, Board of Supervisors

By: R Bailey  
Deputy

Approved as to Form  
DONNA R. ZIEGLER, County Counsel

O-2022-18

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

By   
Donna R. Ziegler, County Counsel

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

**SECTION I**

**Article 7, Section 7-10** of the County of Alameda Salary Ordinance is hereby amended by deleting the referenced-subsection to ACPA as follows:

~~7-10—Effective February 25, 2020, each Alameda County Prosecutors' Association represented full time employees are eligible for a cafeteria benefit plan in the amount of three thousand three hundred dollars (\$3,300); and effective January 1, 2022, the cafeteria benefit plan County Allowance amount shall be increased to three thousand five hundred dollars (\$3,500). 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 an employees who reinstates shall not exceed the applicable annual County Allowance amount minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year.~~

**SECTION II**

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

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **22<sup>nd</sup>** day of **March, 2022**, to wit:

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

**NOES:** None

**EXCUSED:** None



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30786  
Agenda No: 24  
Document No: O-2022-18



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

**ATTEST:**  
Clerk, Board of Supervisors

By: R. Bailey  
Deputy

Approved as to Form  
DONNA R. ZIEGLER, County Counsel

O-2022-19

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE  
COUNTY OF ALAMEDA ADMINISTRATIVE CODE

By   
Donna R. Ziegler, County Counsel

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

**SECTION I**

**Chapter 3.64 – EMPLOYEE HEALTH AND WELFARE BENEFIT PROGRAM, Section 3.64.050 (County medical and dental contribution)** of the County of Alameda Administrative Code is hereby amended as follows:

- A. Medical. The county shall contribute toward the semi-monthly premium for a county-offered medical plan for eligible employees as well as their spouses or domestic partners (effective 2/1/96 and upon submission of a domestic partner affidavit as defined in [Section 3.20.170](#)), and eligible dependents. The county and covered employees will share the cost of medical premiums. In no event shall the county contribution exceed the premium of the medical plan option selected, and such contribution shall be prorated each pay period based upon a proportion of the hours the employee is on paid status within that biweekly pay period to the normal full-time biweekly pay period for the job classification, provided that the employee is on paid status at least fifty (50) percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty (50) percent of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium payment for the benefit.
1. Unrepresented M-Designated Employees.
    - a. Effective February 1, 2019, for unrepresented M-designated employees, the county shall contribute eighty-seven and one-half (87.5) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, or family).
    - b. Effective February 1, 2022, for unrepresented M-designated employees, the county shall contribute eighty-five (85) percent of the total semi-monthly premium for an HMO plan or eighty-five (85) percent of the total semi-monthly premium of the lowest cost HMO plan towards the coverage of a PPO/Indemnity plan at the corresponding level of coverage (i.e. self, self + one dependent, family).
  2. Unrepresented Non-Management Employees.
    - a. Effective February 1, 2013, for unrepresented non-management employees, the county shall contribute ninety (90) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, family).
    - b. Effective February 1, 2022, for unrepresented non-management employees, the county shall contribute eighty-eight (88) percent of the total semi-monthly premium for an HMO plan or eighty-eight (88) percent of the total semi-monthly premium of the lowest cost HMO plan towards the coverage of a PPO/Indemnity plan at the corresponding level of coverage (i.e. self, self + one dependent, family).

~~3. Alameda County Prosecutors' Association ("ACPA").~~



- ~~a. For employees represented by ACPA, the County shall contribute eighty seven and one-half (87.5) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, or family).~~
- ~~b. Effective February 1, 2022, for employees represented by ACPA, the County shall contribute eighty five (85) percent of the total semi-monthly premium for an HMO plan or eighty five (85) percent of the total semi-monthly premium of the lowest cost HMO plan towards the total semi-monthly premium of a PPO/Indemnity plan at the corresponding level of coverage (i.e. self, self + one dependent, family).~~

B. Dental. The county shall contribute the total semi-monthly premium for a county-offered dental plan at the corresponding level of coverage (i.e., self, self + one dependent, family) provided that the employee is on paid status at least fifty (50) percent of the normal full-time biweekly pay period. If an employee is not on paid status at least fifty (50) percent of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium payment for the benefit.

1. Unrepresented M-Designated Employees. For unrepresented M-designated employees, the annual PPO dental maximum allowable shall be one thousand six hundred fifty dollars (\$1,650.00) effective plan year 2019, and one thousand seven hundred fifty dollars (\$1,750.00) effective plan year 2021.
2. Unrepresented Non-Management Employees. For unrepresented non-management employees, the annual PPO dental maximum allowable shall be one thousand five hundred fifty dollars (\$1,550.00) effective plan year 2017, one thousand six hundred seventy-five dollars (\$1,675.00) effective plan year 2020, one thousand seven hundred seventy-five dollars (\$1,775.00) effective plan year 2021, and one thousand nine hundred dollars (\$1,900.00) effective plan year 2022.

~~3. Alameda County Prosecutors' Association. For employees represented by ACPA, the annual PPO dental maximum allowable shall be one thousand six hundred fifty dollars (\$1,650.00) effective plan year 2020, and one thousand seven hundred fifty dollars (\$1,750.00) effective plan year 2022.~~

~~C. Subsections 3.64.050 A.3., B.3. and C. herein shall be deleted from this Administrative Code upon adoption of the new MOU between the County and ACPA by the Board of Supervisors.~~

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **22<sup>nd</sup>** day of **March, 2022**, to wit:

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

**NOES:** None

**EXCUSED:** None



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30786  
Agenda No: 24  
Document No: O-2022-19



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

**ATTEST:**  
Clerk, Board of Supervisors

By: R. Bailey  
Deputy

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN THE**

**ALAMEDA COUNTY PROSECUTORS'  
ASSOCIATION**

**AND**

**THE COUNTY OF ALAMEDA**



**February 25, 2020 - November 12, 2022**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ALAMEDA COUNTY PROSECUTORS' ASSOCIATION,  
AND THE COUNTY OF ALAMEDA**

**Table of Contents**

<b>SECTION 1. RECOGNITION .....</b>	<b>1</b>
<b>SECTION 2. NO DISCRIMINATION.....</b>	<b>1</b>
2.A. DISCRIMINATION PROHIBITED.....	1
2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE. ....	1
2.C. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY. ....	1
<b>SECTION 3. ASSOCIATION SECURITY.....</b>	<b>1</b>
3.A. NOTICE OF RECOGNIZED ASSOCIATION. ....	1
3.B. PAYROLL DEDUCTIONS AND PAYOVER.....	2
3.C. HOLD HARMLESS.....	2
<b>SECTION 4. ASSOCIATION BULLETIN BOARD; MEETINGS; ACCESS TO EMPLOYEES .....</b>	<b>2</b>
4.A. BULLETIN BOARDS. ....	2
4.B. JOB CONTACTS. ....	2
4.C. MEETINGS.....	3
4.D. ACCESS TO NEW EMPLOYEES. ....	3
4.E. DATA TO THE ASSOCIATION.....	3
<b>SECTION 5. RELEASE TIME .....</b>	<b>4</b>
5.A. MEETING AND CONFERRING. ....	4
5.B. NEO. ....	4
5.C. BARGAINING. ....	4
<b>SECTION 6: PROBATIONARY PERIOD.....</b>	<b>4</b>
6.A. DEFINED.....	4
6.B. APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD.....	4
6.C. EXCLUSION OF LIMITED TERM APPOINTMENTS. ....	4
6.D. WHEN PROBATIONARY PERIOD NOT REQUIRED. ....	4
6.E. LENGTH.....	4
6.F. PROBATIONARY PERIOD AND MILITARY LEAVE.....	4
6.G. EXCLUSION.....	5
6.H. STATUS UPON COMPLETION OF PROBATIONARY PERIOD. ....	5
6.I. REJECTION. ....	5
<b>SECTION 7. WAGES AND ALAMEDA COUNTY EMPLOYEE RETIREMENT ASSOCIATION (ACERA) CONTRIBUTIONS.....</b>	<b>5</b>
7.A. WAGES.....	5
7.B. ACERA CONTRIBUTIONS.....	5
7.C. MERIT INCREASE.....	5
<b>SECTION 8. PREMIUM CONDITIONS.....</b>	<b>6</b>
8.A. BILINGUAL PAY.....	6
8.B. MILEAGE REIMBURSEMENT.....	6
8.C. PAYMENT OF CALIFORNIA STATE BAR DUES.....	7
<b>SECTION 9. HOLIDAYS AND PAID LEAVE.....</b>	<b>7</b>
9.A. HOLIDAYS DEFINED.....	7

9.B.	HOLIDAYS TO BE OBSERVED ON WORKDAYS .....	7
9.C.	FLOATING HOLIDAY.....	8
9.D.	PAID LEAVE.....	8
<b>SECTION 10. VACATION LEAVE .....</b>		<b>8</b>
10.A.	VACATION LEAVE.....	9
10.B.	CASH PAYMENT IN LIEU OF VACATION LEAVE.....	9
10.C.	DATE WHEN VACATION CREDIT STARTS.....	9
10.D.	MAXIMUM VACATION LEAVE.....	9
10.E.	DEFINITION.....	10
10.F.	WHEN VACATION MAY BE TAKEN.....	10
10.G.	PERSONAL LEAVE.....	10
10.H.	RATE OF VACATION PAY.....	10
10.I.	VACATION TRANSFER.....	10
10.J.	VACATION PURCHASE PLAN.....	10
10.K.	VACATION SELLBACK.....	12
<b>SECTION 11. SICK LEAVE.....</b>		<b>12</b>
11.A.	SICK LEAVE DEFINED.....	12
11.B.	EMPLOYEE DEFINED.....	12
11.C.	SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.....	12
11.D.	CUMULATIVE SICK LEAVE PLAN.....	14
11.E.	RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.....	14
11.F.	MEDICAL REPORT.....	14
11.G.	FAMILY SICK LEAVE.....	14
11.H.	DEATH IN IMMEDIATE FAMILY.....	14
11.I.	SICK LEAVE DAYS OR FRACTIONS OF DAYS.....	15
<b>SECTION 12. CATASTROPHIC SICK LEAVE PROGRAM .....</b>		<b>15</b>
12.A.	ELIGIBILITY AND REQUIREMENTS:.....	15
<b>SECTION 13. LEAVES OF ABSENCE.....</b>		<b>16</b>
13.A.	LEAVE MAY NOT EXCEED NINE MONTHS.....	16
13.B.	NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.....	16
13.C.	MILITARY LEAVE.....	16
13.D.	TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.....	16
13.E.	EDUCATIONAL LEAVE.....	16
13.F.	LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.....	17
13.G.	DISABILITY LEAVE FOR OTHER EMPLOYMENT.....	17
13.H.	PREGNANCY AND CHILD BONDING LEAVE.....	17
13.I.	CHILD BONDING LEAVE.....	17
13.J.	EFFECT OF LEAVE WITHOUT PAY.....	18
13.K.	DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY.....	18
<b>SECTION 14. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND COUNTY ALLOWANCE.....</b>		<b>18</b>
14.A.	MEDICAL PLANS.....	18
14.B.	DENTAL PLAN OPTIONS.....	19
14.C.	CHANGES IN MEDICAL AND DENTAL COVERAGE.....	21
14.D.	VISION PLAN.....	21
14.E.	SHARE THE SAVINGS PLAN.....	21
14.F.	CAFETERIA BENEFIT PLAN.....	22
14.G.	COUNTY ALLOWANCE.....	22

**SECTION 15. STATE DISABILITY, VOLUNTARY DISABILITY, AND LIFE INSURANCE; ALTERNATIVE CHILD CARE 23**

15.A. STATE DISABILITY INSURANCE .....	23
15.B. VOLUNTARY DISABILITY INSURANCE POLICIES.....	24
15.C. LIFE INSURANCE.....	25
15.D. ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM.....	25

**SECTION 16. EQUAL OPPORTUNITY ..... 25**

**SECTION 17. GRIEVANCE PROCEDURE ..... 25**

17.A. DEFINITION .....	25
17.B. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.....	25
17.C. ASSOCIATION GRIEVANCE .....	26
17.D. WAIVER OF APPEAL STEPS .....	26
17.E. INFORMAL REVIEW BY DIRECTOR .....	26
17.F. BINDING ARBITRATION OF GRIEVANCES.....	26
17.G. SELECTION OF ARBITRATOR.....	26
17.H. DUTY OF ARBITRATOR.....	26
17.I. PAYMENT OF COSTS.....	27
17.J. EFFECT OF FAILURE OF TIMELY ACTION.....	27
17.K. LIMITATION OF STALE GRIEVANCES.....	27
17.L. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY) .....	27
17.M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.....	27
17.N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES .....	28

**SECTION 18. DISCIPLINE PROCEDURE..... 28**

18.A. GENERAL PROVISION AND ELIGIBILITY .....	28
18.B. SUSPENSION OF MANAGEMENT EMPLOYEES .....	28
18.C. CAUSES.....	28
18.D. REPRESENTATION .....	29
18.E. WRITTEN NOTICE OF INTENT .....	29
18.F. WRITTEN DECISION.....	29
18.G. APPEAL.....	29
18.H. IMPARTIAL HEARING .....	29

**SECTION 19. REDUCTION IN FORCE AND LAYOFF ..... 29**

19.A. JURISDICTION OF DISTRICT ATTORNEY.....	29
19.B. ORDER OF LAYOFF.....	29
19.C. DEMOTION IN LIEU OF LAYOFF.....	30
19.D. NOTICE.....	30

**SECTION 20. COMMUNITY EVENTS ..... 30**

**SECTION 21. DEPARTMENT HEAD DEFINED. .... 30**

**SECTION 22. NO STRIKE - NO LOCKOUT ..... 30**

**SECTION 23. SAVINGS CLAUSE ..... 30**

**SECTION 24. ENACTMENT ..... 30**

**SECTION 25. SCOPE AND TERM OF MEMORANDUM OF UNDERSTANDING..... 31**

**SIGNATURE PAGE..... 32**

**APPENDIX A SALARIES BY JOB CLASSIFICATIONS..... 33**

**APPENDIX B DOMESTIC PARTNERS ..... 34**

APPENDIX C Chapter 3.48 EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES .....	35
INDEMNIFICATION AND DEFENSE .....	39
MINUTE ORDER .....	40
PAYPERIOD CALENDARS - 2020-2022.....	41

**2020- 2022**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE ALAMEDA COUNTY PROSECUTORS' ASSOCIATION,**  
**AND THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereinafter designated as "County," and the Alameda County Prosecutors' Association, affiliated with Teamsters Local 856, hereinafter designated as the "Association," as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect during the period February 25, 2020 through November 12, 2022 for those employees working in the representation unit referred to and further described in Section 1. (Recognition) of this MOU.

**SECTION 1. RECOGNITION**

The County recognizes the Association as the exclusive bargaining representative for all full-time, part-time employees in Representation Unit R46, in the classifications as specifically enumerated in Appendix A (Salaries by Job Classifications) of the MOU.

**SECTION 2. NO DISCRIMINATION**

- 2.A. DISCRIMINATION PROHIBITED.** No persons shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, or because of age, race, color, sex, gender identity, national origin, sexual orientation, or religion, physical/mental disability, medical conditions and/or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU, and shall be excluded Section 17. (Grievance Procedure).
- 2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures) during the term of this MOU, subject to the duty to meet and confer.
- 2.C. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.** Neither County nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not to engage in Association activity.

**SECTION 3. ASSOCIATION SECURITY**

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION.** The Office of the District Attorney 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. (Recognition) hereof and which includes any classification existing in the Office of the District Attorney, and the name and address of the recognized employee organization for each such unit. The Office of the District Attorney 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 Association is



the exclusive bargaining representative for the employee's unit and classification; and a copy of the current MOU to be supplied by the Association. The Association 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 3. (Association Security) is applicable.

- 3.B. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification from the Association that an employee has signed an authorization for the deduction of Association membership dues and/or designated fees, the County shall deduct the appropriate Association dues or fees and premiums for approved insurance programs as established and as may be changed from time to time by the Association from employee's pay in conformity with State and County regulations. The County shall promptly remit such dues or fees to the Association. Employee requests to cancel or change membership dues deductions must be directed to the Association, rather than to the County.

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

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

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

- 4.A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Department Head for use by employees and the Association to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- 4.B. JOB CONTACTS.** Any authorized representative of the Association may have reasonable access to contact individual employees working within the representation units represented by their organization in County facilities during business hours on matters within the scope of representation. The authorized representative of the Association must obtain permission for such contact from the Department Head. Such permission will not be unreasonably denied. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall have the right to make other arrangements for a contact location removed from the work area. Unscheduled arrivals during

business hours at County facilities of Association representatives for the purpose of contacting individual employees without prior approval of the Department Head will not be allowed.

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

**4.C. MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 17. (Grievance Procedure) hereof or to present at the Employee Benefits Center (EBC) New Employee Orientation (NEO) when a new employee is in attendance. The Department Head may, upon forty-eight (48) hours prior notice, allow meetings of a representative of the Association and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Association business, except as provided for in subsection 4.D. (Access to New Employees) below.

**4.D. ACCESS TO NEW EMPLOYEES.** The Alameda County Human Resource Services (HRS) EBC coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m.

1. **Designated Representative:** The Association shall designate a representative who will serve as the single point of contact for NEO-related matters. The Association shall update the County of any changes to the designated representative.
2. **Notice of Schedule:** The County shall provide the Association's designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year no later than the last full pay period in December of each preceding year. If there are any changes to the scheduled dates, the EBC will notify the Association's designated representative as soon as possible.
3. **List of New Employees:** The EBC shall provide, via email to the Association's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Association and are scheduled to attend the upcoming NEO session no later than close of business on the Monday prior to the scheduled NEO. Such information shall also include any employees who have promoted or transferred into a bargaining unit represented by the Association effective that pay period. A shorter notice may be provided under mitigating circumstances, in which case the EBC will provide the information as soon as possible and prior to the NEO date.

**4.E. DATA TO THE ASSOCIATION.** On a quarterly basis, the County shall provide the Union, in sortable electronic format, information regarding all employees in the bargaining unit on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, as indicated below. The information shall be provided to the Association by the last Friday of the month in March, June, September, and December of each year. The information shall include the following data, to the extent it is in the County's possession: 1) Name; 2) Employee Identification Number; 3) Classification; 4) Job Code; Department; 5) Union Code Description; 6) Work Address; 7) Work, Home; and Personal Cellular Telephone Numbers; 8) Work and Personal Email Addresses; 9) Home Address.

In accordance with the California Public Records Act Section 6254.3(a)(3), Government Code Section 6254.3 (a)(3), the County will not disclose the home addresses and phone numbers of employees performing law enforcement functions.

## **SECTION 5. RELEASE TIME**

- 5.A. MEETING AND CONFERRING.** Officers and authorized representatives of the Association who are County employees may utilize time during normal working hours without loss of pay or benefits, for meeting and conferring with County management on matters within the scope of representation. The use of release time for this purpose shall be reasonable in amount and shall not interfere with the performance of County services.
- 5.B. NEO.** Release time shall also be allowed for one (1) member designated by the Association to meet with new employees occupying a classification represented by the Association who is scheduled to attend the EBC NEO. Release time shall not exceed 30 minutes. The Association member or Association staff representative shall submit a request for release time to the Department Head's representative at least two (2) working days prior to the date of the EBC NEO.
- 5.C. BARGAINING.** Employee members of the Association bargaining committee shall be allowed time to be absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in MOU contract negotiations.

## **SECTION 6: PROBATIONARY PERIOD**

- 6.A. DEFINED.** The probationary period shall be regarded as an integral part of the hiring process. It shall be utilized for the effective adjustment of the probationer, for close observation of the probationer's performance, and for termination, if such performance does not meet the work standards for the classification or if the probationer's conduct, moral responsibility, or integrity is found to be unsatisfactory.
- 6.B. APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD.** The following types of appointments are subject to satisfactory completion of a probationary period:
- Regular and promotional appointments; Services-as-Needed; reinstatement appointments following resignations; and transfer or voluntary demotion appointments of probationers.
- 6.C. EXCLUSION OF LIMITED TERM APPOINTMENTS.** Time served in a temporary, provisional or emergency appointment shall not be credited toward the completion of any period of probation and shall not confer upon the appointees any tenure rights.
- 6.D. WHEN PROBATIONARY PERIOD NOT REQUIRED.** A new probationary period is not required for the following types of appointments:
- Voluntary demotion appointments of employees with tenure in a classification covered by this MOU from which they are taking a demotion, and reappointment to a lower classification for which they hold tenure after rejection during the probationary period of a higher classification in the same department.
- 6.E. LENGTH.** Original and promotional appointments shall be tentative and subject to a probationary period of 12-months (and a minimum of 2,080 hours) of actual work, exclusive of all leave and light duty and shall be completed within a 24-month period.
- 6.F. PROBATIONARY PERIOD AND MILITARY LEAVE.** Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of 12-months following their return to County service. No provision of this subsection shall be interpreted to preclude the County from establishing a new classification which may require a probationary period of more than 12-months.

- 6.G. EXCLUSION.** Employees hired or rehired on or before 12-months prior to the adoption of the MOU by the Board of Supervisors, shall be subject to the requirements of Section 6 (Probationary Period) until such time as the employees have worked the length of time as provided in subsection 6.E. (Length) for their classification.
- 6.H. STATUS UPON COMPLETION OF PROBATIONARY PERIOD.** An employee who satisfactorily completes the period of probation for the classification to which the employee was regularly appointed, shall be considered to have tenure in the Office of the District Attorney.
- 6.I. REJECTION.** During the probationary period, an employee may be rejected at any time without right of appeal or hearing in any manner. An employee rejected from a classification to which the employee has been promoted shall be reinstated to the position from which the employee was promoted and had tenured, unless charges are filed and the employee is terminated as provided in Section 18. (Discipline Procedure).

## **SECTION 7. WAGES AND ALAMEDA COUNTY EMPLOYEE RETIREMENT ASSOCIATION (ACERA) CONTRIBUTIONS**

### **7.A. WAGES.**

1. Effective February 7, 2021, base wage rates shall increase by three and one-quarter percent (3.25%) of February 6, 2021 base wage rates.
2. Effective February 6, 2022, base wage rates shall increase by three and one-half percent (3.5%) of February 5, 2022 base wage rates.

**7.B. ACERA CONTRIBUTIONS.** The County contributions set forth in subsections 7.B.1. (County Contribution for Tier 1 Members) and 7.B.2 (County Contribution for Tier 2A Members) shall be for full-time employees on full-time paid status. If the employee is on paid status less than full-time, the County contribution shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification.

1. **County Contribution for Tier 1 Members:** Effective December 22, 2002, for employees who are Tier 1 members of ACERA, the County shall contribute towards the employee contribution to ACERA in an amount equal to three percent (3%) of the employee's salary.
2. **County Contribution for Tier 2A Members:** Effective December 22, 2002, for employees who are Tier 2A members of ACERA, the County shall contribute towards the employee contribution to ACERA in an amount equal to three percent (3%) of the employee's salary.

Employees who are Tier 4 members of ACERA are excluded from the provisions of this subsection 7.B. (ACERA Contributions).

**7.C. MERIT INCREASE.** Employees who have not reached the maximum salary rate within the salary range for the respective classification shall be eligible to receive consideration for up to two (2) merit increases per year, one (1) effective the pay period following September 1 and one (1) effective the pay period following March 1, provided the employees have worked in the classification for at least six (6) months (and a minimum of 1,040 hours) of continuous, full-time service in the preceding six (6) month period.

Based on the merit increase considerations as specified, employees in the classification of Deputy District Attorney (Job Code 3300PA) whose original appointment was at the minimum salary amount within the salary range shall reach the maximum salary amount within the salary range within approximately eight and one-half (8.5) years of continuous, full-time service, unless the Department Head does not provide a merit increase due to performance or budgetary reasons. The Department Head shall discuss and provide the reason(s) to any employee who does not receive a merit increase. The decision of the Department Head shall be final and shall not be subject to the grievance procedure as outlined in Section 17 (Grievance Procedure).

## **SECTION 8. PREMIUM CONDITIONS**

### **8.A. BILINGUAL PAY.**

1. **Positions Designated Bilingual:** Upon the recommendation of the 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 \$55.00 per biweekly pay period. Persons occupying such a position and having proficiency in three (3) or more languages, shall receive \$60.00 per pay period provided that such a person is required to utilize such additional languages in the course of their duties for the County.
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 \$55.00 in any pay period in which the employee is directed by the Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

### **8.B. MILEAGE REIMBURSEMENT.**

1. **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.
2. **Minimum Allowance:** An employee who is required by the Department Head to use the employee's private automobile at least eight (8) days in any month on County business shall not receive less than \$10 in that month for the use of the employee's automobile.
3. **Reimbursement for Property Damage:** In the event that an employee, required or authorized by the Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either the employee's own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County up to the employee's own insurance deductible, but not to exceed \$500, unless the employee can prove that the actual costs for the losses due to an accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus \$500, and provided that any claims the employee may have against the employee's insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e.,

appropriate police report and/or estimated statement of loss) to the Department Head within thirty (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.

**8.C. PAYMENT OF CALIFORNIA STATE BAR DUES.** The County shall pay the basic annual California State Bar membership fee, less the stated amount deductible for nonchargeable State Bar activities, for persons employed not less than two-fifths (2/5<sup>th</sup>) time and on the payroll by the Friday of the first full calendar week of January of the year for which the fees are owed. Fees for section memberships are not payable hereunder. The Auditor-Controller may establish administrative procedures and controls to assure the timely and efficient submission and payment of fee notices pursuant to this subsection.

## **SECTION 9. HOLIDAYS AND PAID LEAVE**

**9.A. HOLIDAYS DEFINED.** Paid holidays shall be:

<b>Date Observed</b>	<b>Known As</b>
January 1	New Year's Day
Third (3 <sup>rd</sup> ) Monday in January	Dr. Martin Luther King, Jr. Birthday
February 12	Lincoln's Birthday
Third (3 <sup>rd</sup> ) Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
First (1 <sup>st</sup> ) Monday in September	Labor Day
November 11	Veteran's Day
Fourth (4 <sup>th</sup> ) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas Day

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

- 1. Eligibility for Holiday:** 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 9.A.1. does not apply to floating holidays.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section 9. (Holidays and Paid Leave). In no event shall this provision reduce the number of holidays set forth in this MOU.

**9.B. HOLIDAYS TO BE OBSERVED ON WORKDAYS.** In the event that January 1; February 12, known as "Lincoln's birthday"; July 4<sup>th</sup>; November 11, known as "Veterans Day"; or December 25, known as "Christmas Day", 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 9.B. (Holidays to be Observed on Workdays) shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall

be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

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

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

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

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

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

The Paid Leave allocation will appear in the leave balances on the first paycheck in the month of January of each year. Days that for any reason are not taken in the calendar year earned shall not thereafter be paid in any form.

## **SECTION 10. VACATION LEAVE**

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

## **10.A. VACATION LEAVE.**

1. **All employees covered by this MOU shall accrue vacation leave as follows:**
  - a. **Two (2) Weeks Accrual** — 3.077 hours for each biweekly pay period on paid status until completion of 104 biweekly pay periods of continuous employment up to a maximum accrual of 160 hours.
  - b. **Three (3) Weeks Accrual** — 4.615 hours for each biweekly pay period on paid status after completion of 104 biweekly pay periods of continuous employment and until completion of 286 biweekly pay periods of continuous employment up to a maximum accrual of 240 hours.
  - c. **Four (4) Weeks Accrual** — 6.154 hours for each biweekly pay period on paid status after completion of 286 biweekly pay periods of continuous employment and until completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 320 hours.
  - d. **Five (5) Weeks Accrual** — 7.692 hours for each biweekly pay period on paid status after completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 400 hours.
2. **Employee Entry into Bargaining Units Covered by This MOU:** This subsection applies to those hired as employees of Alameda County on or after February 25, 2020 who enter a bargaining unit covered by this MOU and come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in subsection 10.A.1. above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of the two (2) times accrual rate, they shall have their vacation balance reduced and subject to the maximum balance as provided in subsection 10.A.1. by the pay period containing January 1 of the year following their appointment into the bargaining unit. The vacation leave balance of any employee which exceeds the maximum balance allowable will be paid to the maximum balance provided in subsection 10.A.1. 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 below the maximum accrual level.

**10.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.** An employee who accrues vacation leave pursuant to subsection 10.A.1. (All employees covered by this MOU shall accrue vacation leave as follows), and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A (Salaries by Job Classifications) for unused vacation accrued to the date of the employee's separation provided that such entitlement shall not exceed the employee's applicable maximum vacation balance as set forth in subsection 10.A.1. (All employees covered by this MOU shall accrue vacation leave as follows).

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

**10.D. MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half (1½) times the employee's annual vacation accrual during any calendar year, provided that the employee has accumulated sufficient unused vacation leave. An employee, with the permission of the Department Head may take vacation in excess of one and one-half (1½) times the employee's annual vacation accrual during any calendar year, if the employee has accumulated sufficient unused vacation leave.



**10.E. DEFINITION.** For the purpose of this Section 10. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

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

**10.G. PERSONAL LEAVE.** An employee shall be allowed two (2) days in any calendar year from his or her regular vacation allowance for personal leave.

The Department Head shall not deny a request for this leave except for reasons critical to the operation of the department.

**10.H. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A (Salaries by Job Classifications) which such employee would have been entitled to receive, including premium pay, while in active service during such vacation period.

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

**10.J. VACATION PURCHASE PLAN.**

1. Only those full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and accruing vacation at the two (2) week per year rate, and subject to this MOU, may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
  - a. On the first (1<sup>st</sup>) 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 Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
  - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
  - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third (3<sup>rd</sup>) 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, the employee shall carry over the employee's purchased vacation balance in the same number of days and fractions of days.
  - h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
    - 1) The County shall cease deduction and no additional days will be allowed for purchase.
    - 2) The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
    - 3) The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
    - 4) For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in section h.3) above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay period of the following year.
    - 5) If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
  - i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. 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.
- a. Medical Premiums
 

The employee will pay a prorated amount of the County's contribution toward medical premiums based on Vacation Buy hours used.

If the employee uses more than 40 Vacation Buy hours in a pay period, the employee will be responsible for the entire medical premium.
  - b. Dental Premiums

If the employee uses more than 40 Vacation Buy hours in a pay period, the employee will be responsible for the entire dental premium.

c. Leave Accrual

The employee will not accrue sick leave or vacation when using Vacation Buy hours.

d. Retirement

The County will not contribute towards retirement when using Vacation Buy hours.

e. Seniority

The employee will not accrue seniority when using Vacation Buy hours.

f. Time Reporting

The employee will need to use the new time reporting code "VBN" when using Vacation Buy hours.

g. Holidays

The employee will not be eligible to receive holiday pay if the employee uses Vacation Buy hours the day before and/or the day after a holiday and;

Holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.

**10.K. VACATION SELLBACK.** For the term of the 2020-2022 MOU, employees covered by this MOU may receive the equivalent cash payment of up to 120 hours per fiscal year, in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the normal workweek for which the employee is normally scheduled to work. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of Long-Term and Short-Term Disability Insurance (subsection 15.B.(Voluntary Disability Insurance Policies)).

## **SECTION 11. SICK LEAVE.**

**11.A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee for 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 appointments of the employee or exposure to contagious disease.

**11.B. EMPLOYEE DEFINED.** As used in this Section, "employee" means any person subject to the provisions of this MOU.

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

1. **Amount and Duration of Payment:** Such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4<sup>th</sup>) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his or 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 seven (270) calendar days from the date of sickness or injury resulting in the incapacity. Following two hundred seventy (270) calendar days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than 75% of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

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

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 11.C.1. (Amount and Duration of Payment) to an employee:
  - a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
  - b. Whose injury or illness has become permanent,
  - 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 or her position,
  - d. Who is retired on permanent disability, or pension,
  - e. Who unreasonably refuses to accept other County employment for which the employee is not substantially disabled,
  - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense,
  - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and,
  - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **Fringe Benefit Entitlement During Industrial Injury Leave:** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment:** Effective February 25, 2020, 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 paid under Workers' Compensation.

- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours.
- c. Leave for medical treatment shall be granted for up to six (6) months from the date of injury. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

#### **11.D. CUMULATIVE SICK LEAVE PLAN.**

- 1. **Accumulation of Sick Leave for Full-Time Employees:** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (1/2) workday for each full biweekly pay period on paid status. The Department Head shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of the employee's accumulated unused sick leave with pay entitlement.
- 2. **Accumulation of Sick Leave for Part-Time Employees:** Each employee who is regularly scheduled to work less than the full time forty (40) hour work week base shall accrue sick leave pursuant to Section 11.D.1. (Accumulation of Sick Leave for Full-Time Employees) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the forty (40) hour work week base.

**11.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee, as defined in subsection 11.B. (Employee Defined), who separates from the County and is reinstated/rehired by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

**11.F. MEDICAL REPORT.** The 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 the employee's family member.

**11.G. FAMILY SICK LEAVE.** Employees, as defined in subsection 11.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian) of an employee or the employee's spouse or domestic partner [upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership {Form DP-1} filed with the California Secretary of State] or a person who stood in loco parentis when the employee was a minor child), a spouse, (husband, wife, domestic partner [upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership {Form DP-1} filed with the California Secretary of State]), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.

**11.H. DEATH IN IMMEDIATE FAMILY.** A regularly scheduled employee may be granted up to five (5) days of leave of absence with pay by the Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four (4) week period. For purposes of this

subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the appendices), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, sister-in-law.

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

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

## **SECTION 12. CATASTROPHIC SICK LEAVE PROGRAM**

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

### **12.A. ELIGIBILITY AND REQUIREMENTS:**

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the HRS Department.
2. The recipient employee is not eligible so long as the employee has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours, and in increments of four (4) hours for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. In addition, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to a Department catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.

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

### **SECTION 13. LEAVES OF ABSENCE**

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

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

1. Paid military leave which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240 working hours for 40-hour/week classes, during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of thirty (30) 8-hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in subsection 13.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift the employee would have been scheduled to work or scheduled for paid holiday leave, had the employee not been on military leave.
4. In no event shall an employee be paid for time the employee would not have been scheduled to work during said military leave.

In determining employee eligibility for classifications requiring a minimum length of service, time spent on military leave shall be eligible for inclusion in the length of service calculation.

- 13.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Department Head may grant an employee a leave of absence without pay from the employee's position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- 13.E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

**13.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one (1) year.

**13.G. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, persons who, because of sickness or injury, are incapable of performing their work or duties in the service of the County but who are nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Department Head, be granted sick leave of absence without pay during such disability to accept such employment.

**13.H. PREGNANCY AND CHILD BONDING LEAVE.** An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensatory time off or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 11 (Sick Leave). 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.

Notwithstanding the above, the employee may be entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the Family Medical Leave Act (FMLA), California Pregnancy Disability Leave (PDL), and California Family Rights Act (CFRA). Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA. Reinstatement, subsequent to pregnancy and child bonding leave of absence, shall be to the same classification from which leave was taken, and the Department Head shall make the 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 Department Head has used the best effort herein, shall not be subject to the grievance procedure.

**13.I. CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner or adoptive parent is entitled to child bonding leave of up to twenty-four (24) weeks, within one (1) year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Department Head as allowed by law.

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless they are otherwise eligible to use it as provided in Section 11 (Sick Leave).

An employee returning to work subsequent to a child bonding leave of absence, shall be to the same classification from which leave was taken and the Department Head shall make a best effort to return such employee to the same geographical location, shift, and where there is a specialization within a classification, to the same specialization. Questions as to whether the Department Head has made its best effort herein shall not be subject to the grievance procedure.



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

**13.K. DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY.**

Association employees occupying positions in designated management classifications and who are exempt from the overtime provisions of the Fair Labor Standards Act, shall have appropriate leave balances reduced for absences of less than one (1) work day, except that such employees shall be placed on leave without pay or absence without authorization (AWOL) for absences less than one (1) work day when paid leave is not used because:

1. Permission for its use has not been sought or has been sought and denied;
2. Paid leave is exhausted; or
3. The employee chooses to use leave without pay.

**SECTION 14. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND COUNTY ALLOWANCE**

**14.A. MEDICAL PLANS.** The County offers Health Maintenance Organization ("HMO") medical plan options, and effective February 1, 2022, a Preferred Provider Organization ("PPO")/Indemnity medical plan. At least one (1) option shall include, but is not limited to, a plan with the following co-payments: office visit fifteen dollars (\$15.00) per visit, emergency room up to fifty (\$50.00) per visit, and prescription coverage. Alternative plan options listed in subsection 14.A.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

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

1. **Payment of Premiums:**
  - a. The County shall contribute eighty-seven and one-half percent (87.5%) of the total semi-monthly medical premium for an HMO plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family).
  - b. **Plan Year 2022:** Effective Plan Year 2022, the County shall contribute eighty-five percent (85%) of the total semi-monthly medical premium for an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan towards the total semi-monthly premium of a PPO/Indemnity plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family).
2. **Proration:** The County contribution (in subsection 14.A.1. (Payment of Premiums)) shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one-hundred percent (100%) of the semi-monthly medical premium for the benefit.
3. **Duplicative Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B – Domestic Partners), and employees in

parent-young adult dependent (“YAD”) relationships where the YAD employee is under age 26, when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

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

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

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

4. **Effect of Leave Without Pay and Re-Enrollment:** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 14.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage medical plan during Open Enrollment.

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

5. **Special Enrollment Due to Change in Status:** To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.
6. **Open Enrollment:** Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County’s annual Open Enrollment period.

**14.B. DENTAL PLAN OPTIONS.** The County offers both a Dental Health Maintenance Organization (“DHMO”) and a Preferred Provider Organization (“PPO”) dental plan options. Alternative plan options listed in subsection 14.B.2. (Duplicate Coverage) apply to employees who receive alternate

coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

1. **Payment of Premiums:** The County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not in paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.
  - a. The PPO dental annual maximum allowable shall be one-thousand, six-hundred and fifty dollars (\$1,650).
  - b. **Plan Year 2022:** Effective Plan Year 2022, the maximum annual dental coverage limit shall be increased by one hundred dollars (\$100) to a total of one-thousand seven-hundred and fifty dollars (\$1,750) per plan year.
2. **Duplicate Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B – Domestic Partners), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

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

- Up to one (1) full family PPO plan together with up to one (1) PPO supplemental plan;
- Up to one (1) full family PPO plan together with up to one (1) full family DHMO plan;
- Up to one (1) full family DHMO plan; or
- Up to one (1) full family PPO plan.

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

3. **Effect of Leave Without Pay and Re-Enrollment:** Employees who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period due to leave without pay (including vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan)) shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who lose their dental plan coverage for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Those employees whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they

return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate. The effective date of coverage will be based on guidelines established by the County.

4. **Special Enrollment due to Change in Status:** To make changes to employee benefits elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the EBC within thirty (30) days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.
5. **Open Enrollment:** Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.
6. **Orthodontic Coverage:** An orthodontics policy is available for the employee and their dependents. Premiums shall be paid by all employees through payroll deductions. Premium payments shall be established through agreement with the orthodontic coverage provider. This policy is subject to premium costs, eligibility requirement, age limitations, coverage exclusions and all other provisions set forth in the applicable insurance contracts.
7. **Dental Benefits Subject to Availability.** The foregoing County-offered benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

**14.C. CHANGES IN MEDICAL AND DENTAL COVERAGE. \_Benefits Subject to Availability.** The foregoing County-offered medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Association of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation. Within seven (7) days after its receipt of such notice, the Association may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.

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

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

**14.D. VISION PLAN.** Employees shall be eligible to participate in the Alameda County Voluntary Vision Plan. The premium cost shall be paid by the employee.

**14.E. SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 14.A. (Medical Plan Coverage) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to subsection 14.E.2 (Proration).

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

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

2. **Proration:** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.
3. **Effects of Leave Without Pay:** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.J. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 14.E.2. (Proration).

**14.F. CAFETERIA BENEFIT PLAN.** Employees shall be eligible to participate in the County's Cafeteria Benefit Plan. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service (IRS) Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary, to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 14.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

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

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

The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate pre-tax salary contributions towards eligible Health Care, Dependent Care and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 14.G.4. (Unallocated and/or Unused Funds).

**14.G. COUNTY ALLOWANCE.** To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 14.F. (Cafeteria Benefit Plan) above), the County provides eligible employees with a County Allowance each calendar year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 14.G.2. (Proration)).

1. **Annual Allowance:**
  - a. The annual County Allowance amount shall be thirty-three hundred dollars (\$3,300) per calendar year.

- b. **Plan Year 2022:** Effective January 1, 2022, the annual County Allowance shall be increased to thirty-five hundred dollars (\$3,500) per calendar year.
2. **Proration:** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount stipulated in subsection 14.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 14.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

3. **Limitation:** Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to his or her County Allowance allocation or Flexible Spending Accounts during the plan year.
4. **Unallocated and/or Unused Funds:** Failure by the employee to allocate his or her County Allowance to the eligible benefits noted in subsection 14.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

## **SECTION 15. STATE DISABILITY, VOLUNTARY DISABILITY, AND LIFE INSURANCE; ALTERNATIVE CHILD CARE**

**15.A. STATE DISABILITY INSURANCE.** The County shall continue to participate under the State Disability Insurance (SDI) Program.

1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.
2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.** An employee otherwise eligible for disability insurance benefits shall have the choice of:
  - a. not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Department Head, discretionary major medical supplemental paid sick leave, or

- b. applying for disability insurance benefits and using accrued paid sick leave, and, with the consent of the Department Head, vacation leave, compensating time off, floating holiday pay, and/or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by 80. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour), represented by the amount paid as such supplement.
3. **Amount of Supplement.** The amount of the supplement provided in subsection 15.A.2.b. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium pay and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by 80.
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.

5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 14. (Medical, Dental Vision, Share the Savings, Cafeteria Benefit Plans, and County Allowance), employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

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

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

**15.B. VOLUNTARY DISABILITY INSURANCE POLICIES.** Coverage for County-sponsored voluntary disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (subsection 10.K. (Vacation Sellback)) or through payroll deduction. These disability insurance policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

**15.C. LIFE INSURANCE.** Employees in the Association shall be provided, at County expense, group term life insurance in the amount of \$25,000, with said coverage being reduced by 35 percent at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.

**15.D. ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM.** Employees in the Association shall be eligible to participate in the Alternative Child Care Assistance Program. Participation is subject the terms and conditions of the program.

## **SECTION 16. EQUAL OPPORTUNITY**

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

## **SECTION 17. GRIEVANCE PROCEDURE**

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

**17.B. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.

1. **Step One:** An employee having a grievance shall first discuss it with the employee's immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of the employee's own choice in this and all succeeding steps of subsection 17.B. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with the employee's immediate supervisor within seven (7) working days of the date of such informal discussion.

Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with an answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.

3. **Step Three:** The section head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or the employee's representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. **Step Four:** The division head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and the employee's representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not



resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Department Head.

5. **Step Five:** The Department Head shall have fifteen (15) working days after holding the grievance hearing for a grievance filed by an individual and twenty (20) working days after holding the grievance hearing of an Association grievance filed pursuant to this section in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or the employee's representative and the Department Head, a hearing is required at this step, and the employee, and the employee's representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Department Head and the employee or the employee's representative.

**17.C. ASSOCIATION GRIEVANCE.** The Association may, in its own name, file a grievance alleging that the County has failed to provide it some organizational right which is established by this MOU, provided that such right is not made subject to the discretion of the County. Such Association grievances shall be filed with the Department Head and heard and determined pursuant to the provisions of subsection 17.B.5. (Step Five) of the grievance procedure.

**17.D. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Association and the Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those in which such levels of management are without authority to resolve the grievance as requested by the employee.

**17.E. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subsection 17.B.5. (Step Five) above, the grievant or the employee's representative may, within thirty (30) days after receipt of the decision of the Department Head made pursuant to said subsection 17.B.5. (Step Five), request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or designee, shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services, or designee, shall have twenty (20) working days in which to review and seek adjustment of the grievance.

**17.F. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the informal review hearing of subsection 17.E. (Informal Review by Director) above, the grievant or the grievant's representative may, within thirty (30) days after receipt of the decision of the Director of Human Resource Services, or designee, pursuant to said subsection 17.E. (Informal Review by Director), request that the grievance be heard by an arbitrator.

**17.G. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or the employee's representative. If the Director of Human Resource Services and the employee or the employee's representative is unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. Qualified arbitrators shall either be a licensed attorney or a retired judge. The Director of Human Resource Services and the employee or the employee's representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

**17.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 MOU, a Resolution

of the Board of Supervisors, the County Charter, Ordinance, State law, or written agency/departamental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the County Charter, Salary Ordinance, or any State statute or regulation unlawful.

**17.I. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half (1/2) by the County and one-half (1/2) by the grievant.

**17.J. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

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

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

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

**17.L. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).**

Notwithstanding subsection 17.K. (Limitation of Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be as follows. The earlier of:

1. **The sixty (60) day period** is limited to that which immediately precedes the filing of the grievance, or,
2. **The sixty (60) day period** is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsection 17.K. (Limitation of Stale Grievances), 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 sixty (60) day period as set forth herein.

**17.M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section 17. (Grievances), the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases in which an employee elects to represent himself or herself or arrange for other representation, the Association shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

**17.N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 17.C. (Association Grievance) and 17.D. (Waiver of Appeal Steps) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection 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 18. DISCIPLINE PROCEDURE**

Eligible employees covered by this MOU shall be afforded the procedure established hereunder in Section 18. (Discipline Procedure) for disciplinary action(s) involving suspension, demotion, or termination of employment.

**18.A. GENERAL PROVISION AND ELIGIBILITY.** The tenure of every employee covered by this MOU shall be during good behavior and rendering of efficient service. Employees who successfully completed their probationary period as outlined in Section 6. (Probationary Period) and achieved tenure in the classifications covered by this MOU may be suspended, demoted, or terminated for just cause as provided below.

**18.B. SUSPENSION OF MANAGEMENT EMPLOYEES.** Employees exempt from the overtime provisions of the Fair Labor Standards Act may be suspended without pay due to the imposition of discipline, in increments of one (1) or more full days.

**18.C. CAUSES.** Each of the following may constitute a cause or reason for disciplinary action, but such action shall not be restricted to the particular causes listed:

- a) Fraud in securing the appointment.
- b) Unfitness for the position.
- c) Inefficiency.
- d) Neglect of duty.
- e) Drunkenness on the job.
- f) Addiction to the use of narcotics or habit-forming drugs.
- g) Willful disobedience.
- h) Insubordination.
- i) Inexcusable absence without leave.
- j) Discourteous treatment of the general public or fellow employees.
- k) Forbidden political activity.
- l) Willful misuse of public property.
- m) Immorality.
- n) Dishonesty.
- o) Conviction of a felony.
- p) Any failure of good behavior or acts either during or outside of office hours which are incompatible with or inimical to the public service.
- q) Engaging in business or accepting outside employment, while an employee of Alameda County, which gives rise to a conflict of interest.
- r) Suspension or loss of license to practice law in the State of California.

**18.D. REPRESENTATION.** Any employee facing formal disciplinary action shall have the right to be represented, at the employee's own expense by an attorney, labor representative or other person selected by the employee.

**18.E. WRITTEN NOTICE OF INTENT.** A written Notice of Intent ("NOI"), stating the reasons for the proposed disciplinary action, shall be provided to any employee subject to suspension, demotion, or termination of employment. The NOI shall inform the employee of the right to deny the allegations by providing a written or oral response to the District Attorney within ten (10) working days from the date of service of the NOI to the employee.

**18.F. WRITTEN DECISION.** The District Attorney shall consider the written or oral response to the allegations in the NOI, if submitted, and issue a decision.

The decision of the District Attorney shall be final unless appealed as provided in subsection 18.G. (Appeal) below.

**18.G. APPEAL.** The employee suspended, demoted, or terminated, may, within ten (10) working days after receipt of the decision pursuant to subsection 18.F. (Written Decision), appeal said Written Decision to an impartial hearing officer as provided in subsection 18.H. (Impartial Hearing) by notifying the District Attorney in writing, with a copy to the County of Alameda, Human Resource Services Director.

**18.H. IMPARTIAL HEARING.** Unless the parties otherwise agree, the appeal shall consist of a proceeding conducted by an Administrative Law Judge ("ALJ") with the California Department of General Services, Office of Administrative Hearings ("OAH"). The County and the employee or the employee's representative retains the right to one (1) peremptory challenge of the assigned ALJ.

The ALJ may hear testimony, receive closing briefs post-hearing, and shall render a decision to the parties which will end the formal disciplinary appeal process. ALJ decisions on matters properly before them which pertain to disciplinary actions involving the suspension, demotion, or termination of employment of an employee shall be final and binding on both parties.

The OAH fees and related expenses shall be shared equally by the employee (or the employee's representative) and the County. Each party, however, shall bear the cost of its own presentations including preparation and post-hearing briefs, if any.

## **SECTION 19. REDUCTION IN FORCE AND LAYOFF**

**19.A. JURISDICTION OF DISTRICT ATTORNEY.** Whenever it becomes necessary to reduce the number of employees of the Office of the District Attorney, the District Attorney shall determine the classifications to be affected by the reduction, the number of positions by which each classification shall be reduced, and the date the reduction is to take effect, and provide notice to the Board of Supervisors of such need. When specific positions within a classification require special skills, knowledge, or abilities, the District Attorney, with prior concurrence of the Director of Human Resource Service, may designate specialties within a class and treat such approved specialty as a separate classification for purposes of lay off and demotion in lieu of lay off.

**19.B. ORDER OF LAYOFF.** When a reduction in force becomes necessary, layoff and demotions in lieu of layoff shall be accomplished in inverse order of total paid service in the classification(s) covered by this MOU. For the purpose of this subsection 19.B. (Order of Layoff), total paid service shall include unpaid leaves of absence taken by the employee pursuant to Voluntary or Mandatory Time Off Programs adopted by the Board of Supervisors in Fiscal Year 1992-93 and 1993-94.

1. Employees working as retired annuitants, provisional, temporary, or probationary who work in a classification identified for layoff must be terminated prior to the layoff of a tenured employee.

**19.C. DEMOTION IN LIEU OF LAYOFF.** An employee in a classification affected by a reduction in force may, in lieu of layoff, elect to demote to a lower paying classification provided that such employee had held tenure in the lower paying classification. When both the employee demoting and the employee in the lower paying classification have equal total County service, the employee in the lower paying classification would be laid off or demoted first. Reduction in force or demotion in lieu of layoff in the Office of the District Attorney shall not affect employees in any other County agency/department.

**19.D. NOTICE.** The District Attorney shall give the Association written notice and seniority list of the classification affected by a reduction in force at least thirty (30) calendar days before layoffs. Upon request, the District Attorney shall meet with the Association to review and discuss the seniority list.

1. An employee may be laid off thirty (30) calendar days after formal, written notice has been presented or mailed to the employee's last known address.

## **SECTION 20. COMMUNITY EVENTS**

Employees covered by this MOU are expected to attend at least six (6) community events each calendar year as designated by the Department Head. Community activities include but are not limited to active participation in legal association activities; activities that are designed to better the community; activities that center on crime prevention and intervention; activities that provide education furthering the goals/missions of the District Attorney's Office; and activities that show leadership and community involvement by employees covered by this MOU.

## **SECTION 21. DEPARTMENT HEAD DEFINED.**

"Department Head," as used in this MOU, shall mean the District Attorney or designee thereof.

## **SECTION 22. NO STRIKE - NO LOCKOUT**

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned workstation, during the life of this MOU. The Association agrees to assist the County in enforcing the provision of this Section 22. (No Strike – No Lockout).

## **SECTION 23. SAVINGS CLAUSE**

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

## **SECTION 24. ENACTMENT**


It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Alameda County Prosecutors' Association, affiliated with


Teamsters Local Union 856 for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance, which shall incorporate this MOU by ordinance. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.


#### **SECTION 25. SCOPE AND TERM OF MEMORANDUM OF UNDERSTANDING**


Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect from February 25, 2020 to and including November 12, 2022.

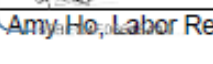
**SIGNATURE PAGE****For County of Alameda**


DocuSigned by:  
 2/7/2022  
 Keith Fleming, Chief Negotiator  
 IEIDA

DocuSigned by:  
 2/7/2022  
 Margarita Zamora, Labor Relations Manager

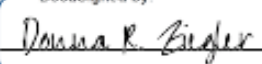
DocuSigned by:  
 2/7/2022  
 Gil Dong, Labor Relations Analyst

DocuSigned by:  
 2/7/2022  
 Amy Ho, Labor Relations Analyst

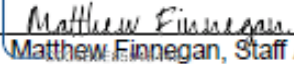
DocuSigned by:  
 2/7/2022  
 Annie Esposito, Chief Assistant District Attorney


DocuSigned by:  
 2/7/2022  
 Joe Angelo, Director, Human Resource Services

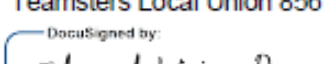
Approved as to form  
 Donna R. Ziegler, County Counsel

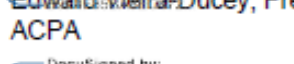
By  2/22/2022  
 635A0D56C8234F0

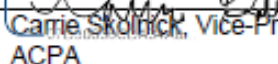
**For Alameda County Prosecutors' Association  
 Affiliated with Teamsters Local 856**

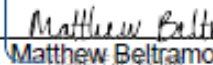
DocuSigned by:  
 2/3/2022  
 Matthew Finnegan, Staff Attorney/Representative  
 Teamsters Local Union 856


DocuSigned by:  
 2/3/2022  
 Peter Finn, Secretary-Treasurer  
 Teamsters Local Union 856


DocuSigned by:  
 2/3/2022  
 Edward Vieira-Ducey, President  
 ACPA

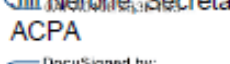
DocuSigned by:  
 2/3/2022  
 Carrie Skolnick, Vice-President  
 ACPA

DocuSigned by:  
 2/3/2022  
 Matthew Beltramo, Co-Treasurer  
 ACPA

DocuSigned by:  
 2/3/2022  
 Jason Quinn, Co-Treasurer  
 ACPA

DocuSigned by:  
 2/3/2022  
 Jill Nerone, Secretary  
 ACPA

DocuSigned by:  
 2/3/2022  
 Amilcar Ford, Executive Board  
 ACPA

DocuSigned by:  
 2/7/2022  
 Erin Kingsbury, Executive Board  
 ACPA

**APPENDIX A**  
**SALARIES BY JOB CLASSIFICATIONS**

Listed herein are all those Alameda County job classifications represented by the Alameda County Prosecutors' Association in Representation Units R46. The salaries shown are established by the Alameda County Board of Supervisors, and are effective on the dates shown. The job classifications have a work week of 40 hours.

**REPRESENTATION UNIT R46**

Salaries as of February 7, 2021 to November 12, 2022

Job Code	Unit	Title	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	BiWeekly Hours	FLSA Status
3300	PA	R46	Deputy District Attorney						80.00	X
			02/07/2021	4020.80				8672.00		
			02/06/2022	4161.60				8975.20		
3300N	PA	R46	Deputy District Attorney SAN							X
			02/07/2021					120.83		
			02/06/2022					125.06		
3390	PA	R46	Assistant District Attorney I - Senior Deputy District Attorney I						80.00	X
			02/07/2021	7,260.80				9,562.40		
			02/06/2022	7,515.20				9,896.80		



**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 MOU, 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 (18) 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 (6) months after a statement of termination of the previous partnership has been filed with the County or State of California as described herein, and all other criteria have been met which establish 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 or her 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 (5) 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 or her written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.
2. **Appeal from Decision of Department Head.** The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. **Review County Affirmative Action Officer.** The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.
4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his or her own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. **Exclusion of Frivolous or Vague Appeals and Appeal Therefrom.** In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.
6. **Hearing of Appeal.** The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator,

on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The director of personnel shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

**3.48.080 Costs of hearing.**

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

**2020 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
COUNTY OF ALAMEDA  
AND  
ALAMEDA COUNTY PROSECUTORS' ASSOCIATION**

**Sideletter of Agreement**

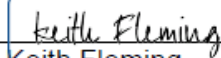
**INDEMNIFICATION AND DEFENSE  
(Related to Section 17. - Discipline Procedure)**

The Alameda County Prosecutors' Association ("ACPA") will defend, indemnify, and hold harmless the County of Alameda, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including reasonable attorneys' fees actually and necessarily incurred, arising out of any claim or cause of action brought or filed during the term of this Memorandum of Understanding to the extent said claim or cause of action seeks to void Section 17. (Discipline Procedure), or any part thereof, so long as Section 17. (Discipline Procedure) remains in effect. ACPA's responsibility under this provision shall extend only to claims or causes of action seeking to void Section 17. (Discipline Procedure).

**TENTATIVE AGREEMENT**

**For the County:**

DocuSigned by:

  
\_\_\_\_\_  
Keith Fleming

IEDA Negotiator

DocuSigned by:

  
\_\_\_\_\_  
Margarita Zamora

Labor Relations Manager

Date: 1/28/2022

**For ACPA:**

DocuSigned by:

  
\_\_\_\_\_  
Matthew Finnegan

Teamsters Local Union 856

Date: 1/28/2022

**MINUTE ORDER**

*Intentionally Left Blank*

**PAYPERIOD CALENDARS - 2020-2022**

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2020**

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

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



**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2021**

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

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

**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2022**

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

(\*) Not Applicable to All Employees, please refer to the applicable MOUs