



Human Resource Services

AGENDA NO. _____ **REVISED**

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

July 19, 2022

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

SUBJECT: ADOPT: 1) INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS ("IFPTE"), LOCAL 21 FOR REPRESENTATION UNITS S-06 AND S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES ("PACE") MEMORANDUM OF UNDERSTANDING ("MOU"); AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE/AMEND SUBSECTIONS 1-1.1; 3-18.20, 3-18.23, 3-18.25 AND ARTICLE 7, SECTIONS 4 AND 10

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the June 27, 2021 through June 22, 2024 Memorandum of Understanding ("MOU") between the International Federation of Professional and Technical Engineers ("IFPTE"), Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees ("PACE") and the County of Alameda ("County"); and
- B. Adopt Salary Ordinance amendments to:
 - i. Update Article 1, Section 1-1 (Pay Rate Schedules), Subsection 1-1.1, to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications in Representation Units S-06 and S-25;
 - ii. Amend Article 3, Section 3-18 (Social Services Agency) subsections 3-18.20, 3-18.23, and 3-18.25 to reflect the negotiated updates; and
 - iii. Amend Article 7, Sections 4 (Vacation Sellback) and 10 (Cafeteria Benefit Plan: Amount of Allocable Money) to delete subsections related to PACE.

DISCUSSION/SUMMARY:

The PACE MOUs expired and were fully terminated as of June 26, 2021. To reach agreement on a successor MOU, representatives of the County and representatives of PACE (collectively herein, the "Parties") held 39 negotiating sessions beginning March 30, 2021. While the MOUs expired and fully terminated on June 26, 2021, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOUs remain in full force and effect until modified through the completion of the collective bargaining process. The collective bargaining process is now complete, and the Parties reached agreement on a combined successor MOU for both Representation Units S-06 and S-25.

As such, we recommend that your Board adopt an Ordinance approving the June 27, 2021 through June 22, 2024 MOU between the Parties. This new MOU, which combines the previously individual S-06 and S-25 MOUs into one (1) MOU, includes the following updated provisions as summarized in the attached Summary of Significant Negotiated Terms.

Furthermore, it is recommended that the Salary Ordinance, Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 be updated to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications

in Representation Units S-06 and S-25; Article 3, Section 3-18 (Social Services Agency), subsections 3-18.20, 3-18.23, and 3-18.25 be amended to reflect the negotiated updates; and certain subsections related to PACE in Article 7, Sections 4.(Vacation Sellback) and 10 (Cafeteria Benefit Plan: Amount of Allocable Money) be deleted in its entirety as the language are incorporated into the successor MOU.

FINANCING:

Funds are available in the 2022-2023 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

VISION 2026 GOAL:

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

Very truly yours,

DocuSigned by:

2CC022F834DA404...
Joe Angelo, Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Director, Health Care Services Agency
Interim Director, Social Services Agency

SECOND READING - CONTINUED FROM 07/19/2022

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

O-2022-32

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

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

SECTION I

Article 1, Section 1-1, Subsection 1-1.1 of the County of Alameda Salary Ordinance is hereby amended thereto of the following job codes, titles and salaries, effective on the dates as listed below:

JOB CODE	MC	CLASSIFICATION TITLE	Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status
6738	PA	Appeals Officer							X
			09/06/2020	3345.60	3516.00	3688.00	3872.00	4071.20	
			03/06/2022	3532.00	3712.00	3892.80	4087.20	4297.60	
			03/05/2023	3656.00	3841.60	4028.80	4230.40	4448.00	
			03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00	
6750	MA	Child Welfare Supervisor							X
			09/06/2020	3712.80	3900.00	4086.40	4272.00	4481.60	
			03/06/2022	3938.40	4137.60	4335.20	4532.00	4754.40	
			03/05/2023	4136.80	4346.40	4554.40	4760.80	4994.40	
			03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60	
6736	PA	Client Advocate							X
			09/06/2020	3248.00	3413.60	3580.00	3759.20	3953.60	
			03/06/2022	3445.60	3620.80	3798.40	3988.00	4194.40	
			03/05/2023	3646.40	3831.20	4020.00	4220.00	4439.20	
			03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40	
6735	SM	Licensing Evaluator Supervisor							X
			09/06/2020	3294.40	3446.40	3612.80	3788.00	3965.60	
			03/06/2022	3409.60	3567.20	3739.20	3920.80	4104.00	
			03/05/2023	3528.80	3692.00	3870.40	4058.40	4248.00	
			03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80	
1498	SM	Patient Services Supervisor							X
			09/06/2020	3051.20	3195.20	3356.00	3523.20	3704.00	
			03/06/2022	3157.60	3307.20	3473.60	3646.40	3833.60	
			03/05/2023	3268.00	3423.20	3595.20	3774.40	3968.00	
			03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20	
6739	SM	Supervising Appeals Officer							X
			09/06/2020	3966.40	4157.60	4356.80	4584.00	4812.00	
			03/06/2022	4105.60	4303.20	4509.60	4744.80	4980.80	
			03/05/2023	4249.60	4453.60	4667.20	4911.20	5155.20	
			03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00	

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JOB CODE	MC	CLASSIFICATION TITLE						
		Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status
6284	M	Supervising Child Care Worker						X
		09/06/2020	2395.20	2511.20	2638.40	2760.00	2904.00	
		03/06/2022	2776.80	2911.20	3058.40	3200.00	3366.40	
		03/05/2023	2873.60	3012.80	3165.60	3312.00	3484.00	
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60	
1473	SM	Supervising Eligibility Technician						X
		09/06/2020	3084.80	3228.00	3388.80	3560.80	3739.20	
		03/06/2022	3272.80	3424.00	3595.20	3777.60	3967.20	
		03/05/2023	3463.20	3624.00	3804.80	3997.60	4198.40	
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60	
1474	SM	Veterans Service Officer						X
		09/06/2020	3326.40	3492.80	3664.00	3842.40	4031.20	
		03/06/2022	3443.20	3615.20	3792.00	3976.80	4172.00	
		03/05/2023	3564.00	3741.60	3924.80	4116.00	4318.40	
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60	

SECTION II

Article 3, Section 3-18, of the County of Alameda Salary Ordinance is hereby amended for specified subsections to read as follows:

3-18.20 - Employees in ~~the class of~~ Job Code 6750~~SM~~ who meet the provisions of the Licensing Supervision Program Policy adopted by the Board of Supervisors on June 6, 2000, may be reimbursed up to a total of one thousand two hundred dollars (\$1200) per calendar year. An employee who voluntarily terminates ~~his/her~~their employment with the County prior to completion of the two (2) year employment commitment shall reimburse the County five hundred dollars (\$500).

Effective calendar year 2023, said employees may be reimbursed up to a total of two thousand dollars (\$2,000) per calendar year. An employee who has received reimbursement through this Policy in any amount up to and including eight hundred dollars (\$800) and voluntarily terminates their employment with the County prior to completion of the two (2)-year employment commitment shall reimburse the County for the amount received up to a maximum of eight hundred dollars (\$800).

3-18.23 - ~~Persons employed~~Only the current incumbent (Position #309432) in Job Code 1473~~SM~~ when assigned to the Foster Care Eligibility Unit of the Social Services Agency shall receive an additional ~~5-five~~ percent (5%) compensation of the base pay. This footnote will expire when the incumbent vacates the position and shall be deleted from the Salary Ordinance upon that date.

3-18.25 — 24-Hour Shift: ~~The e~~Employees in Job Code 6750~~SM~~, when assigned to the Emergency Response Unit ("ERU") to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to ~~his/her~~their regular assignment, shall be compensated ~~at the rate of \$250 per 24-hour shift~~ as follows:

Effective January 13, 2019: three hundred thirty dollars (\$330) per 24-hour shift.

Effective June 1, 2022: four hundred thirty dollars (\$430) per 24-hour shift.

Effective November 18, 2007, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, shall be increased to \$300 per 24-hour shift. Effective, November 16, 2008, coverage for a 24-hour shift, two thirds or more of which falls on a County-observed holiday shall be increased to \$300 per 24-hour shift.

Effective January 01, 2017, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, or County-observed holiday, in addition to his/her regular assignment, shall be increased from \$300 to \$315 per 24-hour shift. Effective January 13, 2019, coverage for a 24-hour shift, as outlined above, shall be increased from \$315 to \$330 per 24-hour shift.

After-Hours Shift: An after-hours shift shall be defined as a weekday shift during which no less than two-thirds of the hours worked fall between 10:00 p.m. and 8:00 a.m., beginning Monday and ending Saturday morning. The eEmployees in Job Code 6750SM, when assigned to the Emergency Response Unit ERU to provide coverage for emergency calls in lieu of on-site coverage for an 1 1/2 after-hours 1/2 shift during the work week, in addition to his/her/their regular assignment, shall be compensated as follows: at the rate of \$50 per shift. Effective November 16, 2008, this rate shall be increased to \$65 per shift. An 1 1/2 after hours 1/2 weekday shift shall be defined as a shift during which no less than two-thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning.

Effective January 13, 2019: eight-five dollars (\$85) per after-hours shift.

Effective June 1, 2022: one hundred sixty dollars (\$160) per after-hours shift.

Effective January 01, 2017, coverage for an "after hours" shift, a shift during which no less than two-thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning, in addition to his/her regular assignment, shall be increased from \$65 to \$75 per shift. Effective January 13, 2019, coverage for an "after hours" shift, as outlined above shall be increased from \$75 to \$85 per shift.

If no employee volunteers to provide coverage for either a 24-hour or an after-hours shift, management will assign employees to provide coverage for the uncovered shift in order of inverse seniority in the classification of all employees in Job Code 6750. No employee shall be required to provide coverage for any shift without first having received a minimum of eight (8) hours of training on supervisory tasks and responsibilities as ERU backup.

SECTION III

Article 7, Section 4 (Vacation Sellback) of the County of Alameda Salary Ordinance is hereby amended by deleting certain subsections as follows:

H. Effective July 1, 2007, in Fiscal Years 2007-2008 and 2008-2009, an employee represented by the Professional Association of County Employees (PACE) may sell back an additional five days of vacation.

Q. Effective July 1, 2012, for employees represented by PACE, in Units S-06 and S-25, the yearly maximum vacation sellback shall be increased from fifteen (15) days to twenty (20) days in Fiscal Years 2012-2013 and 2013-2014. The yearly maximum vacation sellback for an employee represented by PACE, in Units S-06 and S-25, shall return to fifteen (15) days in Fiscal Year 2014-2015.

SECTION IV

Article 7, Section 10 (Cafeteria Benefit Plan: Amount of Allocable Money), of the County of Alameda Salary Ordinance is hereby amended by deleting certain subsections as follows:

Effective January 1, 2002, each full-time PACE represented employee assigned to Representation Unit S06 or S25 is eligible for a cafeteria benefit plan in the amount of \$1,350 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE, or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any partial pay period prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to a PACE represented employee assigned to Representation Unit S06 or S25 who reinstates shall not exceed \$1,350 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2004, each full-time PACE represented employee assigned to Representation Unit S06 or S25 is eligible for a cafeteria benefit plan in the amount of \$1,500 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time 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 a PACE represented employee assigned to Representation Unit S06 or S25 who reinstates shall not exceed \$1,500 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2012, each PACE represented full-time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$2,600 for the calendar year (prorated to the effective date of the 90/10 cost sharing). 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 to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time 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 PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$2,600 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2013, each PACE represented full-time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$2,900 for the calendar year and every year thereafter. 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 to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time 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 PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$2,900 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2017, each PACE represented full-time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$3,000 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time 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 PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$3,000 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

~~Effective January 1, 2018, each PACE represented full time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$3,100 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full time 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 PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$3,100 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

SECTION V

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 **26th** day of **July, 2022**, to with:

AYES: Supervisors Brown, Miley, Valle & President Carson – 4

NOES: None

EXCUSED: Supervisor Haubert – 1



PRESIDENT, BOARD OF SUPERVISORS

File No: 30836
Agenda No: 14
Document No: O-2022-32



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: 
Deputy

**IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 and S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (Combined MOU)
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
June 27, 2021 through June 22, 2024**

MOU Section	Change Summary
Preamble	Term – three (3) years from June 27, 2021 through June 22, 2024.
Section 1. Recognition	Codifies agreement to combine two (2) separate MOUs (one (1) each for S-06 and S-25) to one (1) MOU for both Units.
Section 2. No Discrimination	Expands protected classes as defined by federal and state laws.
Section 3. Union Security	Incorporates SB 866 Sideletter of Agreement (“SLA”) language.
Section 4. Union Stewards AND Section 5. Use of Bulletin Boards; Meetings; Access to Records	Incorporates AB 119 SLA language.
Section 6. Medical; Dental; and Vision Plans; Share the Savings; Cafeteria Benefits Plan; and County Allowance	Increases employee cost share of medical premiums to 15%; increases county allowance to \$3,500 in Plan Year (“PY”) 2024; incorporates and increases Share the Savings, adds County PPO/Indemnity medical plan; increases dental maximum coverage to \$1,900 in PY 2024; and incorporates existing vision and cafeteria benefits into the MOU.
Section 10. Wages	Provides increases in wage and one-time lump sum payment for all classes; and special salary adjustments for certain classes.
Section 12. Holidays	Affirms floating holidays do not carry over to subsequent new calendar year; clarifies the value of a holiday.
Section 13. Vacation Leave	Implements hard cap for maximum vacation accrual effective June 22, 2024.
Section 14. Long-Term Disability Insurance Policy	Adds a new section for long-term disability insurance policy.
Section 15. Sick Leave	Incorporates SLA on Use of Sick Leave for industrial illness or injury.
Section 18. Allowance for Use of Private Automobiles	Adds clarifying language for reimbursement of private property damage.
Section 20. Scope of Agreement AND Section 23. Term of Memorandum	Establishes term of the successor MOU that covers the period June 27, 2021 through June 22, 2024.
SLA (Salary Survey)	Codifies agreement to conduct salary surveys for two (2) classes in June 2023.
Agreement (Flextime Guidelines)	Codifies agreement to include additional classes eligible to request a flex schedule in SSA Flextime Guidelines.

Approved as to Form:
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

Ordinance No. O-2022-33

**AN ORDINANCE APPROVING THE
JUNE 27, 2021 THROUGH JUNE 22, 2024 MEMORANDUM OF UNDERSTANDING WITH
THE IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 and S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES**

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

SECTION I

The June 27, 2021 through June 22, 2024 Memorandum of Understanding, between the County negotiators and the IFPTE, Local 21 applicable to employees in Representation Units S-06 and S-25 Professional Association of County Employees are hereby approved and incorporated herein by reference.

An Equal Opportunity Employer

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **26th** day of **July, 2022**, to with:

AYES: Supervisors Brown, Miley, Valle & President Carson – 4

NOES: None

EXCUSED: Supervisor Haubert – 1




PRESIDENT, BOARD OF SUPERVISORS

File No: 30836
Agenda No: 14
Document No: O-2022-33



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: 
Deputy

MEMORANDUM OF UNDERSTANDING

Between the

International Federation of Professional and
Technical Engineers, Local 21

For Representation Units S-06 and S-25
Professional Association of County Employees



and the
County of Alameda



June 27, 2021 – June 22, 2024

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**2021-2024
MEMORANDUM OF UNDERSTANDING
BETWEEN THE IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 AND S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE COUNTY OF ALAMEDA**

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**MEMORANDUM OF UNDERSTANDING 2021-2024
BETWEEN
THE IFPTE, LOCAL 21 FOR
REPRESENTATION UNITS S-06 and S-25
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
AND THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County" and the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment, to be in effect during the period June 27, 2021 through June 22, 2024, for those employees working in the representation units referred to and further described in Section 1 hereof.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time and part-time, permanent, and probationary employees in those classifications included in Representation Units S-06 and S-25 as specifically enumerated in Appendices A-1 and A-2 of this Memorandum of Understanding ("MOU").

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly created Civil Service classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the department head panel as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties to the disagreement. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

SECTION 2. NO DISCRIMINATION

2.A. DISCRIMINATION PROHIBITED. No person in the classified Civil Service shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, age, race, color, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical condition, military and veteran status, 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 Employment Discrimination Complaint Procedures contained in Appendix C, which is incorporated by reference to this MOU, and shall be excluded from the Grievance Procedure.

- 2.B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.
- 2.C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Employment Discrimination Complaint Procedures referenced in Appendix C during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY

- 3.A. NOTICE OF RECOGNIZED UNION.** When an employee is hired into a classification represented by the Union, the County shall notify the employee that the Union is the recognized exclusive bargaining agent. The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation units and the name and address of the Union.
- 3.B. AUTOMATIC PAYROLL DEDUCTIONS AND REMITTANCE.** Upon certification by the Union that an employee has signed an authorization for the deduction of Union membership dues and/or designated fees, the County will deduct the appropriate dues and/or fees, as established and as may be changed from time to time by the Union, from the employee's pay, and remit such dues and/or fees to the Union. Employee requests to cancel or change such deductions must be directed to the Union, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Union in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Union that is postmarked during the thirty (30) day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

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

- 3.C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3 (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action

or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Union dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. UNION STEWARDS

4.A. PURPOSE. The County recognizes the need and affirms the right of the Union to designate stewards of the Union from among employees in the unit. It is agreed that the Union in appointing such stewards does so for the purpose of promoting effective working relationships.

4.B. ROLE OF THE UNION STEWARD. The County recognizes the right of the Union to represent employees in connection with grievances that arise under Section 15. Grievance Procedure.

The steward recognizes the fact that the supervisor is the key person in the Agency/Department and understands that the steward's Union representation function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, County or Agency/Department policy.

4.C. SELECTION OF STEWARDS. The Union shall designate the method of selection of stewards. The Union shall notify the Labor Relations Department in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Labor Relations Department shall be advised in writing of the stewards being replaced and the stewards named to take their place. The number of stewards shall be mutually agreed upon.

4.D. DUTIES AND RESPONSIBILITIES OF THE STEWARD. The following functions are understood to constitute the complete duties and responsibilities of the steward.

1. **Permission, Duties and Time Limits.** After obtaining supervisory permission, stewards will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per week in order to assist in investigation of facts, assist in presentation of a grievance or a disciplinary action, or meet with an employee new to the bargaining unit during the first week of the new employee's employment in the unit. In the event there is more than one (1) new employee on-boarded in the same pay period at the same worksite location, only one (1) meeting shall occur with all new employees. The meeting shall take place at the employee's worksite location at the designated time per subsection 5.E. (Access to New Employees). The meeting scheduled with new employee(s) shall not exceed twenty (20) minutes, except that if the number of new employees at a single work address is three (3) or more, the allotted Union orientation time shall not exceed thirty (30) minutes. Time used for Union orientations shall be counted towards the total four (4) hours allowed per week under this subsection. In the event the Union orientation cannot take place as provided above due to scheduling or other unavoidable conflicts, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

2. **Grievance Investigation and Permission.** To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by stewards as a part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the steward to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the steward was denied permission.

To obtain permission to meet with a new employee under the provision in subsection 4.D.1. above, the steward or Union staff representative shall advise the Agency's Human Resources Representative at least two (2) working days prior to the proposed orientation date. The Agency shall coordinate with the appropriate supervisors of the steward and the new employee(s) to schedule the meeting as requested, subject to non-interference with business needs. The Union's requested time shall not be unreasonably denied. In the event the Union's staff representative also attends the meeting, the Union's staff representative shall notify the Chief Departmental Human Resources Administrator at least two (2) working days prior to the meeting so that the Agency can designate a separate space where the meeting shall be held.

3. **Time Reporting.** The steward shall report such time taken under subsection 4.D.1. above to their supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

Stewards who participate in the meet and confer process and/or participate in a labor-management committee, must report such time to their supervisor as payroll code MCL for meeting and conferring and payroll code LMC for participation in a labor management committee.

- 4.E. **CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If a steward is reassigned which will leave their shift or work location without a steward, the Union shall have the right to appoint a replacement. The Union may change stewards during the grievance procedure, provided that only one (1) steward will be allowed paid time off from work upon one (1) occasion to investigate the grievance.
- 4.F. **LIMITATION OF TIME OFF.** Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

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

- 5.A. **USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted

material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.

5.B. USE OF COUNTY FACILITIES. County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only when such request has been authorized.

5.C. MEETINGS. Meetings of a Union staff representative and a group of employees shall not be permitted during working hours except as provided in subsubsections 4.D.1. and 5.B., above.

5.D. ACCESS TO RECORDS. An employee shall be permitted to review their own personnel record. Union stewards and Union staff representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee, steward or Union staff representative when accompanied by the employee or upon presentation of a written authorization signed by the employee, may request a copy of the employee's personnel record. The custodian of the file shall grant such a request within three (3) working days. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

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

The employee shall be provided an opportunity to respond in writing, or personal interview, to any information in the file about which they disagree. Such response shall become a permanent part of their personnel record. The employee shall be responsible for providing the written responses to include in their permanent record.

5.E. ACCESS TO NEW EMPLOYEES.

1. **Definitions.** For all purposes of this subsection 5.E., the following definitions shall apply:

- a. **Employee.** Any employee, whether permanent, temporary, full-time, part-time, or seasonal.
- b. **New Employee Orientation ("NEO").** The on-boarding process of a newly-hired employee, including an employee who has promoted, demoted, reinstated, or transferred into one of the bargaining units, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.

2. **NEO.** The Alameda County Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County's policy that NEOs are mandatory for all newly-hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.
- a. **Designated Representative.** The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall update the County of any changes to the designated representative.
 - b. **Notice of Schedule.** The County shall provide the Union's designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year no later than the last full pay period in December of each preceding year. If there are any changes to the scheduled dates, EBC will notify the Union's designated representative as soon as possible.
 - c. **List of New Employees.** The Agency shall provide, via email to the Union's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to start in their position no later than the close of business on the Wednesday preceding the new hire's start date. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining units effective that upcoming pay period. A shorter notice may be provided under mitigating circumstances, in which case the Agency will provide the information as soon as possible prior to the Union orientation date.

In the notifications, EBC and the Agency, as appropriate, will provide the name; job title; business unit; work address; work, home and personal cell phone numbers; work and personal email addresses; and home address on file with the County. If the County does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided in the notice.

3. **Union Orientation.** During the first week of the employee's date of hire or date of entry in the bargaining unit(s), new employees shall be released, with reasonable travel time and without loss of compensation, to meet with one (1) Union-designated member and/or staff representative at their worksite for a twenty (20) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with subsection 4.D. (Duties and Responsibilities of the Steward). The orientation shall not occur during a rest or meal break. The orientation shall not exceed the allotted twenty (20) minutes, except that in the event there are three (3) or more new employees at a single work address in the same pay period, the Union shall be allotted thirty (30) minutes for the orientation. If a thirty (30) minute orientation is warranted under the provision herein, the Union shall request additional release time through the Agency's Human Resource Representative. The Union shall be permitted to reserve a separate room, designated by the Agency, for the orientation, provided one is

available. In the event the orientation cannot take place due to scheduling or other unavoidable conflicts during the employee's first week as provided above, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

4. **Provision of Information.** On a quarterly basis, the County shall provide to the Union, in sortable electronic format, information regarding all employees in the bargaining units on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, respectively. The information shall be provided to the Union by the last Friday of the month in March, June, September, and December of each year respectively. The information shall include the following data to the extent it is in the County's possession:

1. Name
2. Employee Identification Number
3. Classification
4. Job Code
5. Department
6. Union Code Description
7. Work Address
8. Work, Home, and Personal Cellular Telephone Numbers
9. Work and Personal Email Addresses
10. Home Address
11. Date of Hire
12. Salary Step
13. Annual Salary

SECTION 6. MEDICAL, DENTAL, AND VISION PLANS; SHARE THE SAVINGS; CAFETERIA BENEFIT PLANS; AND COUNTY ALLOWANCE

- 6.A. **MEDICAL PLANS.** The County offers Health Maintenance Organization ("HMO") medical plan options and effective February 1, 2022, a Preferred Provider Organization ("PPO") or Indemnity medical plan. 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 follows:

1. **Payment of Premiums.**
 - a. **Plan Year 2016:** Effective Plan Year 2016, the County and covered employees will share in the cost of medical premiums. The County will pay ninety percent (90%) of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., Self, Self +1 dependent, Family) in a plan year. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.
 - b. **Plan Year 2023:** Effective Plan Year 2023, the County will pay eighty-seven and one-half percent (87.5%) of the total semi-monthly premium for coverage for an HMO plan or eighty-seven and one-half percent (87.5%) of the total premium of the lowest

cost HMO plan toward the total premium for a Preferred Provider Organization ("PPO") or Indemnity medical plan at the full-time employee's applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

- c. **Plan Year 2024:** Effective Plan Year 2024, the County will pay eighty-five percent (85%) of the total semi-monthly premium for coverage for an HMO plan or eighty-five percent (85%) of the total premium of the lowest cost HMO plan toward the total premium of a PPO/Indemnity medical plan at the full-time employee's applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. Proration. The County medical contribution shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly premium for the benefit.

3. Duplicative Coverage. This subsection applies to married employees and 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 options:

- a. Up to one (1) full family PPO/Indemnity plan.
- b. Up to one (1) full family HMO plan.
- c. Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan.
- d. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

For any County employee in a parent-YAD relationship, the YAD employee cannot have duplicate coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family 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 13.O. (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 6.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 for up to nine (9) months of coverage. 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 medical plan coverage during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Employees who are on leave without pay, and who lose 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 they had coverage prior to the leave without pay by completing the appropriate enrollment forms within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County and promulgated by the Employee Benefits Center (EBC).

Those employees who allowed their medical plan coverage to lapse for a duration greater than three (3) months shall be allowed 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.

- 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) 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.
- 6.B. DENTAL PLANS.** The County offers both a Dental HMO dental plan and a PPO dental plan. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.
 - 1. Payment of Premiums.** For coverage through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours as referenced in subsection 13.O. (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 the employee is not on paid status at least fifty percent (50%) of the

normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

- a. **Plan Year 2017:** Effective Plan Year 2017, the maximum annual dental coverage limit shall be one thousand five-hundred fifty dollars (\$1,550).
- b. **Plan Year 2023:** Effective Plan Year 2023, the maximum annual dental benefit will be increased to one thousand seven hundred fifty dollars (\$1,750).
- c. **Plan Year 2024:** Effective Plan Year 2024, the maximum annual dental benefit will be increased to one thousand nine hundred dollars (\$1,900).

2. 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 the age of 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:

- a. Up to one (1) full family PPO dental plan together with up to one (1) PPO supplemental plan.
- b. Up to one (1) full family PPO dental plan together with up to one (1) full family dental HMO plan.
- c. Up to one (1) full family dental HMO plan.
- d. Up to one (1) full family PPO dental plan.

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

3. Effect of Leave Without Pay and Re-Enrollment. Employees on leave without pay (including vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Employees may elect to continue uninterrupted dental coverage for the duration of their leave without pay by paying 100% of their current plan's dental premiums or enroll in and pay 100% of the premiums of a lower level of dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of dental 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 during Open Enrollment.

Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay who lose their dental plan coverage for three (3) months or less, will be able to re-

enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave 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 and promulgated by the EBC.

Those employees who allow their dental plan coverage 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.

4. Special Enrollment Due to Change in Status. To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the EBC within thirty (30) calendar days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner), involving a change in status as defined by Internal Revenue Code Section 125.

5. Open Enrollment. Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.

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

6.D. VISION PLAN. Effective February 1, 2012, employees shall be eligible to participate in the County's Voluntary Vision Plan. The premium cost shall be paid by the employee.

6.E. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 6.A. (Medical Plans) 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 proration (as outlined in subsection 6.E.2. (Proration)).

1. Tiers and Monthly Stipend.

a. 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.	\$200.00
Employees who decline Family coverage and elect Single coverage.	\$150.00
Employees who decline Family coverage and elect 2-Party coverage.	\$100.00

Tier	Monthly Stipend
Employees who decline 2-Party coverage and elect Single coverage.	\$100.00

- b. **Plan Year 2023:** Effective Plan Year 2023, the County's Share the Saving 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 the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan)), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that biweekly pay period.
3. **Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours as referenced in subsection 13.O. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 6.E.2. (Proration).

6.F. CAFETERIA BENEFIT PLAN. Employees shall be eligible to participate in the County's Cafeteria Benefit Plan and shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. 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 6.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 thirty (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 6.G.4. (Unallocated and/or Unused Funds).

6.G. COUNTY ALLOWANCE. To help offset employee costs toward the Cafeteria Benefit Plan the County provides eligible employees with a County Allowance each plan year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 6.G.2. (Proration)).

1. Annual Allowance.

- a. The annual County Allowance amount shall be three thousand one hundred dollars (\$3,100).
- b. **Plan Year 2023:** Effective Plan Year 2023, the annual County Allowance amount shall be three thousand three hundred (\$3,300).
- c. **Plan Year 2024:** Effective Plan Year 2024, the annual County Allowance amount shall be three thousand five hundred dollars (\$3,500).

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 6.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 6.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, employees may not make any changes to their County Allowance allocation or Flexible Spending Accounts during the plan year.

4. Unallocated and/or Unused Funds. Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 6.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_("FSA") pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

SECTION 7. PREGNANCY AND CHILD BONDING LEAVE

An employee is entitled to a pregnancy and child bonding leave of up to six months. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 14. Sick leave must be applied when the employee is medically incapacitated. The scheduling of child bonding leave (either FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

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

SECTION 8. CHILD BONDING LEAVE

A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to six (6) months, within one 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 Agency/Department Head as allowed by law.

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless employees are otherwise eligible to use it as provided in Section 14.

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

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

SECTION 9. DEATH IN IMMEDIATE FAMILY

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

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

SECTION 10. WAGES

10.A. WAGES.

Effective March 6, 2022, salaries for all represented classes shall be increased by three and one-half percent (3.5%).

Effective March 5, 2023, salaries for all represented classes shall be increased by three and one-half percent (3.5%).

Effective March 3, 2024, salaries for all represented classes shall be increased by three and one-half percent (3.5%).

10.B. SPECIAL ADJUSTMENTS. In addition to the general increases above, the following classes will receive special adjustments as follows:

Job Code	Classification	Effective March 6, 2022	Effective March 5, 2023
6738	Appeals Officer	2.0%	--
6750	Child Welfare Supervisor	2.5%	1.5%
6736	Client Advocate	2.5%	2.25%
6284	Supervising Child Care Worker	12.0%	--
1473	Supervising Eligibility Technician	2.5%	2.25%

10.C. ONE-TIME PAYMENT. Employees in paid status on July 1, 2022 shall receive a one-time lump sum gross payment of two thousand five hundred dollars (\$2,500). The Parties agree that the one-time payment shall not be eligible as pensionable compensation. The payment

shall be made as soon as administratively possible after adoption of this successor MOU by the BOS.

SECTION 11. BILINGUAL PAY

Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, effective July 27, 2008, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$40 per pay period and an employee occupying such a position and having proficiency in three or more languages shall receive \$45 per pay period, provided that the employee is required to utilize such additional languages in the course of their duties for the County.

Effective August 14, 2016, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional \$55 per pay period and the employee occupying such a position and having proficiency in three or more languages shall receive \$60 per pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

SECTION 12. HOLIDAYS

12.A. HOLIDAYS DEFINED.

Paid holidays shall be:

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

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

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

12.B. FLOATING HOLIDAYS. 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 Agency/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. Any floating holidays not taken before then end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

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

In the event that January 1, February 12 (known as "Lincoln's Birthday"), July 4, November 11 (known as "Veterans Day"), or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

12.D. VALUE OF A HOLIDAY. The value of a holiday that falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is eight (8) hours for an employee normally scheduled to work 80 hours per pay period or seven and one-half (7.5) hours for an employee normally scheduled to work 75 hours per pay period.

SECTION 13. VACATION LEAVE

Eligible employees in service with the County shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. An employee who is regularly scheduled to work less than the normal workweek 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.

13.A. VACATION ACCRUAL.

1. FOR EMPLOYEES HIRED PRIOR TO JANUARY 01, 2017. Each employee in the service of the County hired prior to January 01, 2017, shall accrue vacation leave according to the following schedules:
 - a. Two (2) weeks accrual – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.

- b. Three (3) weeks accrual – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. Four (4) weeks accrual – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 - d. Five (5) weeks accrual – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
2. FOR EMPLOYEES HIRED ON OR AFTER JANUARY 01, 2017. Each person in the service of the County hired on or after January 01, 2017, shall accrue vacation leave as follows:
- a. Two (2) weeks accrual – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. Three (3) weeks accrual – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
 - c. Four (4) weeks accrual – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
 - d. Five (5) weeks accrual – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.
3. **Effective the pay period containing June 22, 2024**, all employees covered by this MOU shall accrue vacation leave as follows:
- a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
 - b. **Three (3) weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
 - c. **Four (4) weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous

employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.

- d. **Five (5) weeks accrual** - Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

13.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

1. For persons employed prior to January 01, 2017.
 - a. Employees who accrue vacation leave pursuant to subsection 13.A.1. and who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's maximum accrual as set forth in subsection 13.B.1. (b) or 13.C., as applicable.
 - b. Employees hired prior to January 01, 2017 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level that will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level that will avoid a downward adjustment. Beginning the year 2000, for employees hired prior to January 01, 2017, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year, shall be no more than two (2) times the employee's vacation accrual rate, and shall be as follows:

Years of Service	Vacation Accrual Rate in Pay Period Prior to January 1	Maximum Balance in Pay Period Containing January 1
<u>0 to 4 years</u>	2 weeks	4 weeks
<u>4 to 11 years</u>	3 weeks	6 weeks
<u>11 to 20 years</u>	4 weeks	8 weeks
<u>20 years</u>	5 weeks	10 weeks

2. For employees hired on or after January 01, 2017, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels below their maximum vacation leave balance, the Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

Employees who accrue vacation leave pursuant to subsections 13.A.2 and 13.A.3., and who leave the County service for any reason, shall be paid at the biweekly or hourly rate

for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's applicable maximum vacation balance as set forth in subsection 13.B.1. (b) or 13.C., as applicable.

- 13.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.** Effective the pay period containing June 22, 2024, for all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum vacation leave balance and shall not recommence until their balance falls below this maximum.

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

Years of Service	Vacation Accrual Rate	Maximum Vacation Leave Pay Period Balance
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

- 13.D. DATE WHEN VACATION ACCRUAL STARTS.** Vacation accrual shall begin on the first day of employment.
- 13.E. PREVIOUSLY ACCRUED VACATION EXCEEDING MAXIMUM BALANCE.** As of the pay period containing June 22, 2024, the vacation leave balance of any employee that exceeds the maximum vacation leave balance will be paid in cash.
- 13.F. MAXIMUM VACATION LEAVE.** Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. Employees, with approval from their Agency/Department Head may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.
- 13.G. DEFINITION.** For the purpose of this Section 13. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.
- 13.H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 13. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section 13. (Vacation Leave), provided, further, that, for purposes of qualifying for 15, 20 or 25 working days' vacation leave, where employees

have been employed by the County without interruption for the past 10 years, all service of such employees shall be deemed to have been continuous.

- 13.I. 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.

Vacations will be scheduled by mutual agreement between the Agency/Department Head and employees. Employees shall be allowed to divide their vacation leave in any vacation scheduling year into up to five (5) segments. The Agency/Department Head or their designee, at their discretion, may grant an employee additional segments of vacation.

Conflicting vacation requests among employees in a scheduling unit shall be resolved according to countywide seniority. The first such conflict during the scheduled vacation year shall be resolved in favor of the employee with the most countywide seniority. Subsequent (second through fifth) conflicts shall be resolved in favor of the employee with the most countywide seniority who has not previously had such a conflict resolved in their favor during that scheduled vacation year.

- 13.J. PERSONAL LEAVE.** Employees shall be allowed two (2) days in any calendar year from their regular vacation leave for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the agency/department.

- 13.K. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendices A-1 and A-2 that such employee would have been entitled to receive, including premium pay, while in active status during such vacation period.

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

- 13.M. EMPLOYEE ENTRY INTO THE BARGAINING UNITS COVERED BY THIS MOU.**

Employees who enter one (1) of the bargaining units on or after August 21, 2022, and who come from a County representation unit where the maximum vacation leave balances are not equivalent to those listed in subsections 13.A.2. or 13.A.3. above shall be subject to those provisions listed in subsections 13.A.2. or 13.A.3. Notwithstanding the above, upon entry into these bargaining units, those that have a vacation leave balance in excess of two (2) times their annual accrual rate shall have until the pay period containing January 1 of the calendar year following their entry to reduce their vacation leave below their applicable maximum balance. Effective the pay period containing January 1 of the calendar following their entry, the vacation leave balance of any employee that still exceeds the applicable maximum balance will be paid in cash for that amount of vacation leave exceeding the applicable maximum balance listed in subsections 13.A.2 or 13.A.3., above. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to

reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

13.N. CONTINUATION OF SECTION. This Section 13. (Vacation Leave) shall remain in full force and effect notwithstanding the expiration of the other sections of this MOU on June 22, 2024, as provided in Section 20. (Scope of Agreement), and unless otherwise agreed to by the County, shall be incorporated into the successor MOU.

13.O. VACATION PURCHASE PLAN.

1. Full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and are 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 pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
 - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
 - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
 - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final paycheck.
 - e. In the event there is insufficient pay to deduct from the employee's final paycheck, 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 pay warrants to cover the cost of the purchased vacation.
 - g. In the event that participating employees move between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.

- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deductions and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
 - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
 - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1st pay period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by paycheck 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. Effective Calendar Year 2012, and for any purchased vacation balance used on or after January 8, 2012, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
- 3. The County retains the right to eliminate the vacation purchase plan upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.

13.P. VACATION SELLBACK. Effective July 1, 2014, employees may receive the equivalent cash payment for up to fifteen (15) days per fiscal year. Vacation sellback shall be in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the 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 voluntary disability insurance policies pursuant to Section 16.C. (Voluntary Disability Insurance Policies).

SECTION 14. SICK LEAVE

14.A. SICK LEAVE DEFINED. As used in this Section, "sick leave" means leave of absence of an employee because of 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.

14.B. EMPLOYEE DEFINED. As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this MOU.

14.C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT. If an employee is incapacitated by sickness or injury received in the course of their employment by the County, such employee shall be entitled to pay as provided herein.

1. Amount and Duration of Payment:

a. Full-time Employees:

Effective July 1, 2008, for any injury that occurs on or after July 1, 2008, full-time employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of their normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) calendar days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) calendar days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee no more than seventy-five (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 one hundred percent (100%) of their 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.

b. Part-time Employees: Section 14.C.1.a. above applies to part-time employees on a prorated basis.

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection 14.C.1. to an employee:

a. Who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;

- b. Whose injury or illness has become permanent and stationary;
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" (QIW);
 - d. Who is retired on permanent disability and/or disability retirement pension;
 - e. Who unreasonably refuses to accept modified or other County employment for which the employee is qualified within their medical restrictions;
 - 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/or
 - h. Whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
3. Fringe Benefit Entitlement During Industrial Injury Leave. Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. Leave for Medical Treatment. 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 shall be granted for a maximum eligibility period for up to 6 months from the date of injury or illness. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

14.D. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave

- a. **FOR FULL-TIME EMPLOYEES - 40 HOUR WORKWEEK:** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injury or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.
- b. **FOR PART-TIME EMPLOYEES - 40 HOUR WORKWEEK BASE:** Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to Section 14.D.1.a above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour workweek base.

14.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to Section 14.D., restored to them for use as provided in this section.

An employee, as defined in Section 14.B., who separates from the County and is reinstated/rehired for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

14.F. SICK LEAVE CREDIT AT RETIREMENT. County employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement.

14.G. FAMILY SICK LEAVE. Effective July 1, 2015, employees, as defined in Section 14.B., 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.

14.H. SICK LEAVE DAYS OR FRACTIONS OF DAYS. Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an

employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 15. GRIEVANCE PROCEDURE

15.A. DEFINITION. A grievance under this MOU is limited to only those instances where an employee, or a 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, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, or by written agency/department rules, 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 is within the scope of representation as defined in California Government Code Section 3504.

15.B. EXCLUSION OF CIVIL SERVICE MATTERS. The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.

15.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES. The following is the procedure to be followed in the resolution of grievances.

1. Step One: An employee having a grievance shall first informally discuss it with their 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 their own choice in this and all succeeding steps of subsection 15.C. and may thereafter file a grievance in writing with their 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 their 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 their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. 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 their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.

5. Step Five: The Agency/Department Head shall have seven (7) working days in which to review, hold hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

15.D. ASSOCIATION GRIEVANCE.

The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this MOU or Administrative Code Section 3.44, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the third step of the grievance procedure.

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

- 15.F. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to subsection 15.C.5., request that the grievance be reviewed by the Director of Human Resource Services or their designated representative. The Director of Human Resource Services or their designated representative shall have twenty (20) working days in which to review and seek adjustment of the grievance.

- 15.G. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the Informal Review by the Director of Human Resource Services or their designated representative, subsection 15.F. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision request that the grievance be heard by an arbitrator.

- 15.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or their designated representative and the employee or their representative. If the Director of Human Resource Services or their designated representative, and the employee or their representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services or their designated representative and the employee or their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

- 15.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power

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

15.J. PAYMENT OF COSTS. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.

15.K. EFFECT OF FAILURE TO 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 by the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

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

1. 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 he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

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

15.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 15.L. 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 60-day period is limited to that which immediately precedes the filing of the grievance, or,
2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 15.L.1. and 15.L.2., above.

This provision does not establish any limit for liability accruing after a grievance is filed.

An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the 60-day period as set forth herein.

15.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, 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 arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

- 15.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsections 15.D. and 15.E. 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 16. LIFE AND DISABILITY INSURANCES.

16.A. LIFE INSURANCE.

1. Life Insurance. Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, the County shall provide group like insurance in the amount of \$25,000, with said coverage being reduced by thirty-five percent (35%) at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.
2. Supplemental Life Insurance. Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.

- 16.B. STATE DISABILITY INSURANCE.** Full-time employees are covered by the State Disability Insurance (SDI) program. SDI premiums shall be shared equally by the employee and the County.

- 16.C. VOLUNTARY DISABILITY INSURANCE POLICIES.** Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 13.P. (Vacation Sellback), or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 17. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

1. The tenured recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours and are irrevocable. Effective January 1, 2000 employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 18. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

18.A. MILEAGE RATES PAYABLE. Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate

effective the first month following announcement of the changed rate by the Internal Revenue Service.

18.B. MINIMUM ALLOWANCE. An employee who is required by their Agency/Department Head to use their private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of their automobile.

18.C. PREMIUM ALLOWANCE. An employee who is required by their Agency/Department Head to use their private automobile at least ten (10) days in any month and, in connection with such use, is also regularly required to carry in their private automobile, County records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.

18.D. REIMBURSEMENT FOR PROPERTY DAMAGE. In the event that an employee, required or authorized by their Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$500, provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within thirty (30) days of such loss, damage or theft. Property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensated as provided above. If the employee can prove that their actual costs for the losses due to such accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus \$500, the County shall reimburse the employee for the employee's actual losses due to the accident or theft.

SECTION 19. NO STRIKE

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

SECTION 20. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the

parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including June 22, 2024.

SECTION 21. ENACTMENT

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

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

SECTION 22. SAVINGS CLAUSE

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

SECTION 23. TERM OF MEMORANDUM

This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including June 22, 2024.

SIGNATURE PAGE

FOR THE COUNTY

DocuSigned by:

Greg Ramirez

7/7/2022

Greg Ramirez, IEDA

Margarita Zamora

7/10/2022

Margarita Zamora, Labor Relations Manager

Mary Woo

7/8/2022

Mary Woo, Labor Relations Analyst

Rebecca Chen

7/8/2022

Rebecca Chen, Labor Relations Analyst

Sharlene Shikhmuradova

7/8/2022

Sharlene Shikhmuradova, Chief Departmental HR Administrator

Robert Woolley

7/8/2022

Robert Woolley, Financial Services Deputy

DocuSigned by:

[Redacted Signature]

7/8/2022

Laure Sanders, Departmental HR Manager

DocuSigned by:

Joe Angelo

7/11/2022

Joe Angelo, Director
Human Resource Services

Approved as to Form
Donna Zeigler, County Counsel

DocuSigned by:

Kristy van Herick

7/11/2022

By: Kristy van Herick
Assistant County Counsel

FOR THE IFPTE LOCAL 21, S-06 & S-25 PACE

DocuSigned by:

[Redacted Signature]

7/6/2022

Jen Dunn, Local 21 Representative/Organizer

Cheryl A. Hare

7/7/2022

Cheryl Hare, Supervising Eligibility Technician

Elisabeth Morris

7/7/2022

Elisabeth Morris, Child Welfare Supervisor

Manuela Cea

7/7/2022

Manuela Cea, Supervising Appeals Officer

APPENDIX A-1. SALARIES (UNIT S-06)

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-06. Salaries are established by the Board of Supervisors and are effective on the date shown. The FLSA designation for all these job classes is Exempt (X).

JOB CODE	MC	CLASSIFICATION TITLE							
		Efft Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status	
6738	PA	Appeals Officer							X
		09/06/2020	3345.60	3516.00	3688.00	3872.00	4071.20		
		03/06/2022	3532.00	3712.00	3892.80	4087.20	4297.60		
		03/05/2023	3656.00	3841.60	4028.80	4230.40	4448.00		
		03/03/2024	3784.00	3976.00	4169.60	4378.40	4604.00		
6736	PA	Client Advocate							X
		09/06/2020	3248.00	3413.60	3580.00	3759.20	3953.60		
		03/06/2022	3445.60	3620.80	3798.40	3988.00	4194.40		
		03/05/2023	3646.40	3831.20	4020.00	4220.00	4439.20		
		03/03/2024	3774.40	3965.60	4160.80	4368.00	4594.40		
6735	SM	Licensing Evaluator Supervisor							X
		09/06/2020	3294.40	3446.40	3612.80	3788.00	3965.60		
		03/06/2022	3409.60	3567.20	3739.20	3920.80	4104.00		
		03/05/2023	3528.80	3692.00	3870.40	4058.40	4248.00		
		03/03/2024	3652.00	3821.60	4005.60	4200.80	4396.80		
1498	SM	Patient Services Supervisor							X
		09/06/2020	3051.20	3195.20	3356.00	3523.20	3704.00		
		03/06/2022	3157.60	3307.20	3473.60	3646.40	3833.60		
		03/05/2023	3268.00	3423.20	3595.20	3774.40	3968.00		
		03/03/2024	3382.40	3543.20	3720.80	3906.40	4107.20		
1473	SM	Supervising Eligibility Technician							X
		09/06/2020	3084.80	3228.00	3388.80	3560.80	3739.20		
		03/06/2022	3272.80	3424.00	3595.20	3777.60	3967.20		
		03/05/2023	3463.20	3624.00	3804.80	3997.60	4198.40		
		03/03/2024	3584.80	3751.20	3937.60	4137.60	4345.60		
1474	SM	Veterans Service Officer							X
		09/06/2020	3326.40	3492.80	3664.00	3842.40	4031.20		
		03/06/2022	3443.20	3615.20	3792.00	3976.80	4172.00		
		03/05/2023	3564.00	3741.60	3924.80	4116.00	4318.40		
		03/03/2024	3688.80	3872.80	4062.40	4260.00	4469.60		

APPENDIX A-2. SALARIES (UNIT S-25)

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-25. Salaries are established by the Board of Supervisors and are effective on the date shown. The FLSA designation for all these job classes is Exempt (X).

JOB CODE	MC	CLASSIFICATION TITLE							
		Eff Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA Status	
6750	MA	Child Welfare Supervisor							X
		09/06/2020	3712.80	3900.00	4086.40	4272.00	4481.60		
		03/06/2022	3938.40	4137.60	4335.20	4532.00	4754.40		
		03/05/2023	4136.80	4346.40	4554.40	4760.80	4994.40		
		03/03/2024	4281.60	4498.40	4713.60	4927.20	5169.60		
6739	SM	Supervising Appeals Officer							X
		09/06/2020	3966.40	4157.60	4356.80	4584.00	4812.00		
		03/06/2022	4105.60	4303.20	4509.60	4744.80	4980.80		
		03/05/2023	4249.60	4453.60	4667.20	4911.20	5155.20		
		03/03/2024	4398.40	4609.60	4830.40	5083.20	5336.00		
6284	M	Supervising Child Care Worker							X
		09/06/2020	2395.20	2511.20	2638.40	2760.00	2904.00		
		03/06/2022	2776.80	2911.20	3058.40	3200.00	3366.40		
		03/05/2023	2873.60	3012.80	3165.60	3312.00	3484.00		
		03/03/2024	2974.40	3118.40	3276.00	3428.00	3605.60		

APPENDIX B. DOMESTIC PARTNERS

DOMESTIC PARTNER DEFINED

(Death in Immediate Family and Family Sick Leave,
Emergency Leave – Sickness in Immediate Family)

Domestic Partner Defined:

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

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

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

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

APPENDIX C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

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

3.48. 010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her

right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.
2. **Appeal from Decision of Department Head.** The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. **Review County Affirmative Action Officer.** The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.
4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. **Exclusion of Frivolous or Vague Appeals and Appeal Therefrom.** In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial

attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

6. Hearing of Appeal. The hearing officer or arbitrator shall fully hear the complaint and make written findings of fact as part of its decision. The decision of the hearing officer or arbitrator, on matters of employment discrimination within the scope of this procedure, shall be binding on the department/agency head. The director of personnel shall notify the Merit Systems Services of the California State Personnel Board regarding the disposition of all formal complaints received and of all heard by a hearing officer or arbitrator. (Prior admin. code 2-18.07)

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

SIDELETTERS OF AGREEMENT

LABOR MANAGEMENT COMMITTEE

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES IFPTE, LOCAL 21,
REPRESENTATION UNITS S-06 AND S-25
AND
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO UNION'S PROPSAL- WORKSPACE
April 29, 2016


SIDELETTER OF AGREEMENT

The Alameda County Social Services Agency (SSA) and PACE Local 21 are committed to open communication to provide a positive work environment and enhance services to the public. In an effort to achieve these goals, the parties agree to the establishment of a Labor Management Committee.

The parties agree to the following:

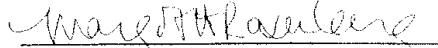
1. The Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments. Issues may include, but not limited to, departmental processes and systems, and new program initiatives, workspace design, and moves. Subcommittees may be initiated by mutual agreement.
2. The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet and confer items.
3. This Committee will be comprised of: one SSA Human Resources representative, one business representative of PACE, up to 5 members represented by PACE within SSA, and up to 5 representatives from SSA administration, including the Department Head.
4. The Committee shall meet no less frequently than quarterly.
5. One week prior to the meeting, the PACE Business Representative will send a list of topics to be discussed and a list of attendees to be present to the SSA Human Resources representative. If no agenda items are received from the business representative one week before the meeting, no meeting will be held.
6. Meetings will be one (1) hours in length and may be extended by mutual agreement.
7. The Committee shall maintain written agendas and minutes of the meeting.

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

For PACE (Units S-06 & S-25):


Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

PAID MANAGEMENT LEAVE

**MOU NEGOTIATIONS
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION UNITS S06 AND S25
AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT**

November 14, 2011

INTENT: To establish a mutual understanding of the intent of Paid Management Leave.

Salary Ordinance, Section 7-5. Paid Leave, states that the County recognizes that the time required by employees to complete their duties is not limited by the length of the normal County workweek. Each employee who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act may be granted paid leave of absence in each calendar year as outlined in the Salary Ordinance Section 7-5 Paid Leave in recognition of time worked in excess of the normal County workweek, but not on an hour-for-hour or other proportional basis.

The parties acknowledge that the County may continue to require employees represented by PACE to work additional hours outside of their normal workweek to complete work and/or provide coverage, if necessary.

For the County:

Daniel M. Ryan
Ben
Murphy
Joseph G. Espinoza
Neta J. J. J.
R. J. J.

DATE: NOVEMBER 14, 2011

For the Union:

Michael J. J.
John J. J.
John J. J.
Michael J. J.
Barbara J. J.
KIRA BYRNE

DATE: 11/14/11

PACE SPAN OF CONTROL

SIDELETTER OF AGREEMENT

PACE SPAN OF CONTROL

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

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

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

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

For the County:

John Hughes
Angie L. Halsey

For the Union:

Alan C. Crawford
Stewart Smith
James H. [unclear]
John [unclear]

Dated: 7/27/93

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSION

SIDELETTER OF AGREEMENT

BETWEEN

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

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

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

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

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

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

FOR THE COUNTY:

Allen Barker
Henry Adams
David Abel
Emmie G. Hill

FOR PACE:

Barbara Benn
Paul Maloney
Barbara Benn
Jessie McIntosh

Date: March 8, 2001

ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM

LETTER OF UNDERSTANDING BETWEEN THE COUNTY OF ALAMEDA

AND

THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE) REPRESENTATION, LOCAL 21, UNITS S06 AND S25

November 14, 2011

The Alameda County Board of Supervisors and the Professional Association of County Employees (PACE), Local 21, Units S06 and S25 hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

1. A child's illness which precludes the use of the employee's regular child care arrangement

Or

2. An unanticipated, temporary interruption of an employee's regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee's regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will begin on January 1, 2012 on a prorated basis, and will continue each fiscal year on July 1, unless either party (County or PACE) requests to reopen the agreement on or before **May 1st** of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY) for PACE, Local 21, Unit S06 and S25 (combined), unless modified by agreement. Underutilization of any FY's budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

1. Be in a PACE represented class;
2. Need job related child care for at least one child under 14 years of age;
3. Understand that the child care reimbursements will be reported as income to the IRS and State Franchise Tax Board.

REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.

2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child, or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work on date alternative child care services were provided. The supervisor has no other responsibilities or authority in regards to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:

The County and PACE, Local 21, Units S06 and S25, agree that the Alternative Child Care Assistance program shall continue each fiscal year during the term of this agreement.

Signed and entered into the 14th day of November 2011.

For the County:

Danthy
[Signature]
Munson Vice
Anthony H. Engler
Michael
Thy Li

DATE: NOVEMBER 14, 2011

For the Union:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
KIRA BIERE

DATE: 11/14/11

SALARY SURVEY

**SIDELETTER OF AGREEMENT
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

Salary Survey

The parties agree that in June 2023, the County and the Union will each conduct salary surveys for the classifications of Appeals Officer, Job Code 6738 and Supervising Appeals Officer, Job Code 6739. The surveys shall include comparator jurisdictions' wages in effect as of October 15, 2023. Upon the Union's request, the parties will meet and confer on the surveys' results in June 2023.

FOR THE COUNTY:

DocuSigned by:

55A1B8008007410...
Greg Ramirez
IEDA

5/31/2022
Date

FOR IFPTE, LOCAL 21:


Jeff Duritz
Representative/Organizer

5/31/22
Date

FLEXTIME GUIDELINES AGREEMENT

**2021 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN THE
COUNTY OF ALAMEDA ("County")
AND THE
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21 (UNITS S-06 and S-25)**

FLEXTIME GUIDELINES FOR LOCAL 21/PACE-REPRESENTED EMPLOYEES

AGREEMENT BETWEEN ALAMEDA COUNTY AND PACE TO ADDRESS IMPACTED PACE POSITIONS

Within thirty (30) calendar days of adoption by the Board of Supervisors of a successor Memorandum of Understanding, the Social Services Agency ("SSA") will execute a Procedural Agreement with PACE regarding the Flextime Guidelines for Pace Represented Employees ("Guidelines") to memorialize that

- 1) Client Advocates
- 2) Supervising Eligibility Technicians located in the Fremont Office and Livermore Self-Sufficiency Center
- 3) Child Welfare Supervisors working the Emergency Response Unit swing shift

in scheduling units of two (2) employees or less are eligible to request a flex schedule. Approval of a flex schedule for said employees shall be in accordance with the process as outlined in the Guidelines.

In addition, SSA agrees to incorporate the following updated schedule into the Four-Day Flextime Schedule of the Guidelines: 7:00 a.m. — 5:30 p.m. (10 hours – 8 days) with a 30-minute lunch.

TENTATIVE AGREEMENT

For the County:

DocuSigned by:

Greg Ramirez

9CA1D80690B7416
Gregory Ramirez, IEDA

Date: 10/1/2021

For PACE S-06 and S-25:

Jeff Durtz
Jeff Durtz, Local 21 Representative/Organizer

Date: 10/1/21

MINUTE ORDER

PAY PERIOD CALENDAR

<u>FROM</u>	<u>TO</u>	<u>PAYDAY</u>	<u>PAY PERIOD</u>
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

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

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