

# SECOND READING - CONTINUED FROM 11/01/2022



AGENDA NO. \_\_\_\_\_ November 1, 2022

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

## Human Resource Services

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November 1, 2022

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

SUBJECT: ADOPT: 1) PROBATION PEACE OFFICERS' ASSOCIATION ("PPOA") MEMORANDUM OF UNDERSTANDING ("MOU"); AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE SUBSECTION 1-1.1; 5 AND AMEND ARTICLE 7, SECTIONS 9, 10 and 11

Dear Board Members:

### **RECOMMENDATIONS:**

- A. Adopt an Ordinance approving the August 22, 2021 through August 29, 2026 Memorandum of Understanding ("MOU") between the Probation Peace Officers' Association ("PPOA") 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 PPOA MOU for classifications in Representation Units 001 and 076; and
  - ii. Amend Article 7, Sections 9 (Cafeteria Benefit Plan: Purpose), 10 (Cafeteria Benefit Plan: Amount of Allocable Money), and 11 (Cafeteria Benefit Plan: Contribution of Salary) to delete obsolete subparagraphs related to PPOA.

### **DISCUSSION/SUMMARY:**

The PPOA MOU expired and fully terminated as of August 22, 2021. To reach agreement on a successor MOU, representatives of the County and representatives of PPOA (collectively herein, the "Parties") held 28 negotiating sessions beginning July 13, 2021. While the MOU expired and fully terminated on August 22, 2021, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remains 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 successor MOU.

As such, we recommend that your Board adopt an Ordinance approving the August 22, 2021 through August 29, 2026 MOU between the Parties. This new MOU includes the updated provisions as summarized in the attached Summary of Significant Negotiated Terms.

Furthermore, it is recommended that Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 of the Salary Ordinance be updated to reflect the negotiated wage increases for all the classifications in Representation Units 001 and 076, and applicable special salary adjustments for specified classifications in said Representation Units; and Article 7, Sections 9 (Cafeteria Benefit Plan: Purpose), 10 (Cafeteria Benefit Plan: Amount of Allocable Money), and 11 (Cafeteria Benefit Plan: Contribution of Salary) be amended to delete subparagraphs referencing obsolete language related to PPOA. .

### **FINANCING:**

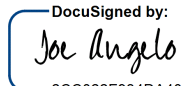
*An Equal Opportunity Employer*

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:  
  
2CC022F934DA404...  
Joe Angelo, Director  
Human Resource Services

c: CAO  
Auditor-Controller  
County Counsel  
Chief Probation Officer

Approved as to Form  
DONNA ZIEGLER, County Counsel

By   
Kristy van Herick, Asst. County Counsel

Ordinance No. 2022-47

**AN ORDINANCE APPROVING THE  
AUGUST 22, 2021 THROUGH AUGUST 29, 2026 MEMORANDUM OF UNDERSTANDING WITH  
THE PROBATION PEACE OFFICERS' ASSOCIATION**

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

**SECTION I**

The August 22, 2021 through August 29, 2026 Memorandum of Understanding, between the County negotiators and the PPOA applicable to employees in Representation Units 001 and 076, is hereby approved and incorporated herein by reference.

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **8<sup>th</sup>** day of **November, 2022**, to wit:

**AYES:** Supervisors Brown, Haubert, Miley & President Carson – 4

**NOES:** None

**EXCUSED:** Supervisor Valle – 1



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30913

Agenda No: 17

Document No: O-2022-47



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

By   
Kristy van Herick, Asst. County Counsel

O-2022-48

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:

REP UNIT	JOB CODE	MC	CLASSIFICATION TITLE							
			Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status	
001	6216	NM	Juvenile Institutional Officer						N	
			09/20/2020	2636.80	2772.00	2907.20	3055.20	3199.20		
			09/18/2022	2906.40	3055.20	3204.00	3368.00	3526.40		
			09/17/2023	3113.60	3272.80	3432.00	3607.20	3777.60		
			09/15/2024	3207.20	3371.20	3535.20	3715.20	3891.20		
			09/14/2025	3287.20	3455.20	3623.20	3808.00	3988.80		
			08/02/2026	3369.60	3541.60	3713.60	3903.20	4088.80		
001	6214	NM	Juvenile Institutional Officer Associate						N	
			09/20/2020	2394.40	2515.20	2644.00	2772.80	2892.80		
			09/18/2022	2639.20	2772.80	2914.40	3056.00	3188.80		
			09/17/2023	2826.40	2970.40	3122.40	3273.60	3416.00		
			09/15/2024	2911.20	3059.20	3216.00	3372.00	3518.40		
			09/14/2025	2984.00	3136.00	3296.80	3456.00	3606.40		
			08/02/2026	3058.40	3214.40	3379.20	3542.40	3696.80		
076	6210N	NM	Juvenile Institutional Officer Intermittent						N	
			09/20/2020		27.75	29.16	30.69	31.96		
			09/18/2022		30.59	32.14	33.82	35.23		
			09/17/2023		32.77	34.42	36.23	37.74		
			09/15/2024		33.75	35.45	37.32	38.87		
			09/14/2025		34.59	36.34	38.25	39.84		

*An Equal Opportunity Employer*

REP UNIT	JOB CODE	MC	CLASSIFICATION TITLE						
			Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status
			08/02/2026		35.45	37.25	39.21	40.84	
076	6205	NM	Night Group Supervisor, SSA						N
			09/20/2020	1972.80	2069.60	2177.60	2276.00	2394.40	
			09/18/2022	2041.60	2142.40	2253.60	2356.00	2478.40	
			09/17/2023	2112.80	2217.60	2332.80	2438.40	2564.80	
			09/15/2024	2176.00	2284.00	2402.40	2511.20	2641.60	
			09/14/2025	2230.40	2340.80	2462.40	2573.60	2708.00	
			08/02/2026	2286.40	2399.20	2524.00	2637.60	2776.00	
076	6103	NM	Probation Aide						N
			09/20/2020	2358.40	2479.20	2599.20	2730.40	2871.20	
			09/18/2022	2440.80	2565.60	2690.40	2825.60	2972.00	
			09/17/2023	2526.40	2655.20	2784.80	2924.80	3076.00	
			09/15/2024	2602.40	2735.20	2868.00	3012.80	3168.00	
			09/14/2025	2667.20	2803.20	2940.00	3088.00	3247.20	
			08/02/2026	2733.60	2873.60	3013.60	3165.60	3328.00	
076	6990	NM	Transportation Worker						N
			09/20/2020	2108.80	2222.40	2316.80	2427.20	2557.60	
			09/18/2022	2182.40	2300.00	2397.60	2512.00	2647.20	
			09/17/2023	2258.40	2380.80	2481.60	2600.00	2740.00	
			09/15/2024	2326.40	2452.00	2556.00	2678.40	2822.40	
			09/14/2025	2384.80	2513.60	2620.00	2745.60	2892.80	
			08/02/2026	2444.80	2576.80	2685.60	2814.40	2964.80	
076	6990N	NM	Transportation Worker SAN						N
			09/20/2020					29.29	
			09/18/2022					30.32	
			09/17/2023					31.38	
			09/15/2024					32.32	
			09/14/2025					33.13	
			08/02/2026					33.96	

## SECTION II

**Article 7, Section 9 (Cafeteria Benefit Plan: Purpose),** of the County of Alameda Salary Ordinance is hereby amended by deleting subsections as follows:

The purpose of the cafeteria benefit plan is to provide optional benefits for employees and an opportunity for capital preservation through salary reduction and the pre-tax purchase of benefits.

~~Effective January 1, 2011, Cafeteria Benefit Plan: Allocation of Benefits, for employees represented by the Probation Peace Officers' Association (PPOA) in Representation Units 001 and 076 to read as follows:~~

~~Prior to January 1 of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate the plan amount among the following benefit accounts. Failure of the employee to allocate benefits within the stated time frame will result in all funds being allocated to the Health Care expense account. Except in the case of a termination and reinstatement or a change in dependent status, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including salary contributions made pursuant to Section 7-11, are County funds.~~

~~Effective January 1, 2011, Health Care Expenses Account for employees represented by the Probation Peace Officers' Association (PPOA) in Representation Units 001 and 076 to read as follows:~~

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

~~Effective January 1, 2011, Dependent Care, for employees represented by the Probation Peace Officers' Association (PPOA) in Representation Units 001 and 076 to read as follows:~~

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

### SECTION III

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

~~Effective January 1, 2011, each Probation Peace Officers' Association represented full-time employee is eligible for a cafeteria benefit plan in the amount of \$300 for the 2011 plan calendar year and an additional \$300 for a total annual amount of \$600 in calendar year 2012. For years 2013, 2014, and 2015 the annual total amount shall be \$600 per plan year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to employees who reinstates shall not exceed \$300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year.~~

### SECTION IV

**Article 7, Section 11 (Cafeteria Benefit Plan: Contribution of Salary), of the County of Alameda Salary Ordinance is hereby amended by deleting a subsection as follows:**

~~Effective January 1, 2011, an employee, represented by the Peace Officers' Association (POA) in Representation Units 001 and 076, may through payroll deduction, contribute to his/her cafeteria benefit plan in order to pay for plan benefits with pre-tax salary. The maximum employee contribution for each year of the Memorandum of Understanding shall be \$3,000. These benefits are those specified in Section 7-9 hereof and, to the extent permitted by Internal Revenue Service regulations, dependent care. In making payments from plan benefit accounts, it shall be deemed that such payments were first made from the allocation designated by the employee from the County contribution to the plan, except that payments from the plan for dependent care may be made only from employee contributions of salary.~~

## **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 **8<sup>th</sup>** day of **November, 2022**, to wit:

**AYES:** Supervisors Brown, Haubert, Miley & President Carson – 4

**NOES:** None

**EXCUSED:** Supervisor Valle – 1



**PRESIDENT, BOARD OF SUPERVISORS**

File No: 30913

Agenda No: 17

Document No: O-2022-48



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

**PROBATION PEACE OFFICERS' ASSOCIATION  
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS  
August 22, 2021 through August 29, 2026**

<b>MOU Section</b>	<b>Change Summary</b>
Preamble	Updates term of successor MOU (five (5) years - August 22, 2021 through August 29, 2026).
Section 1. Recognition	Codifies Union represents all employees in Rep Units 001 and 076 and clean up Appendix A.
Section 2. No Discrimination	Updates protected categories as defined by federal and state laws.
Section 3. Union Security	Incorporates Janus/SB 866 Sideletter of Agreement ("SLA") language and additional clean up.
Section 4. Access to Employees; Use of Bulletin Boards; Use of County Facilities; Meetings <u>AND</u> Section 5. Shop Stewards/Association Business Leave Bank	Incorporates AB 119 SLA language and additional clean up.
Section 6. Hours of Work; Schedules and Shifts; Rest Periods	Updates and streamlines shift bidding and assignments; eliminates the ability to bid into closed units and clean up.
Section 7. Overtime	Adds voluntary and involuntary holdover overtime and overall clean up.
Section 9. Holidays	Affirms floating holidays do not carry over to subsequent new calendar year and clean up.
Section 10. Vacation Leave	Clean up.
Section 14. Medical, Dental, Vision Share the Savings, Cafeteria Benefits Plans, County Allowance, and Life Insurance	<u>Employee cost share of medical premiums:</u> PY 2024 – 85%/15%. <u>Maximum annual dental:</u> PY 2024 - \$1,550 <u>Share the Savings:</u> PY 2023 – increase by \$100 each tier <u>County Allowance:</u> PY 2024 - \$1,100 PY 2026 - \$1,200 <u>Vision:</u> Voluntary Vision Plan effective PY 2026.
Section 12. Wages	Provides increases in wage and one-time lump sum payments for all classes; and special salary adjustments for Juvenile Institutional Officer ("JIO")/JIO Associate/JIO Intermittent classes (see attachment).
Section 15. Allowance for Use of Private Automobiles	Adds clarifying language for reimbursement of private property damage.
Section 19. Affirmative Action; Safety	Updates Section title to Equal Employment Opportunity and overall clean up.
Section 20. Grievance Procedure	Clarifies for JIOs, second-level supervisor is the Asst. Superintendent and/or Superintendent and overall clean up.
Section 21. Standards and Training for Corrections	Clean up.
Section 22. Access to Personnel Files	Adds copies of materials placed in personnel file will be provided to employee; shall be confidential and employees notified within five (5) working days of a subpoena/court order RFI; and clean up.
Section 26. Uniforms	Clarifies that County will provide uniforms/3-in-1 jacket in the appropriate sizes and affirms said jacket replaced every three (3) years; and overall clean up.
SLA (AB 119)	Updates and establishes Union access to NEO.
SLA (JIO Intermittent)	Codifies agreement to hold in abeyance the SLA dated 10/5/10; allows the continuation of the current recruitment and to add no more than 15 JIO Intermittent positions from said recruitment process.

SLA (Retirement Plan Modification Agreement)	Updates and clarifies the options related to retirement tier and benefits. This new Agreement replaces the one dated 10/5/10.
SLA (Letter of Commitment re: JIO Recruitment (dated 6/17/16) SLA (Uniforms (dated 6/17/16)	Delete said SLAs.

**MEMORANDUM  
OF  
UNDERSTANDING**

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



August 22, 2021 – August 29, 2026

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**2021-2026  
MEMORANDUM OF UNDERSTANDING BETWEEN THE  
PROBATION PEACE OFFICERS' ASSOCIATION  
AND THE COUNTY OF ALAMEDA**

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**2021-2026  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
PROBATION PEACE OFFICERS' ASSOCIATION  
AND THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING hereinafter "MOU" is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County", and the Probation Peace Officers' Association, hereinafter named as "Union", as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect during the period August 22, 2021 through August 29, 2026, for those employees working in Representation Units 001 and 076 referred to and further described in Section 1. (Recognition) of this MOU.

**SECTION 1. RECOGNITION**

The County recognizes the Union as the exclusive bargaining representative for all employees in Bargaining Units 001 and 076 in classifications listed in Appendix A (Job Classifications and Salaries) of this MOU.

On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly-created civil service classifications to appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter and if the disagreement involves another employee organization, the arbitrator shall be agreed upon by all parties. Costs of such arbitrations shall be borne equally between the parties to the disagreement.

**SECTION 2. NO DISCRIMINATION**

**2.A. DISCRIMINATION PROHIBITED.** No person 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, national origin, sexual orientation or religion, physical/mental disabilities medical conditions, military and veteran status, or any other protected class as defined by Federal and/or 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 of this MOU and shall be excluded from Section 20. (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 MOU because of the exercise of rights to engage or not engage in Union activity.

**SECTION 3. UNION SECURITY**

**3.A. NOTICE OF RECOGNIZED UNION.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included

within each representation unit referred to in Section 1. (Recognition) hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current MOU to be supplied by the Union.

**3.B. UNION MEMBERS.** Employees in representation units referred to in Section 1. (Recognition) hereof, shall, either become or remain members of the Union or shall elect to be or remain a non-member. Union member dues deductions shall remain in full force and effect during the duration of this MOU. Employees who voluntarily are or who voluntarily become members of the Union shall remain members of the Union in good standing for the duration of this MOU. However, this provision shall not apply to any employees who within thirty (30) days prior to the expiration of this MOU withdraws from the Union by sending the Union a signed withdrawal letter.

**3.C. PAYROLL DEDUCTIONS AND PAYOVER.** 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 shall deduct the appropriate dues or fees, as established and as may be changed from time to time by the Union, from employee's pay, and remit such dues and/or fees to the Union. Employees requests to cancel or change such deductions must be directed to the Union, rather than to the County.

No later than December 1<sup>st</sup> 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.

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

**3.D. HOLD HARMLESS.** The Union shall indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the 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 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, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

- 3.E. NO STRIKE.** The Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, or refusal to perform customary duties during the term of this MOU. Failure to comply with this Section shall result in the termination of all due deductions without jeopardy to any employee.
- 3.F. WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1. (Recognition) of this MOU shall not require an election for the application of this provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1. (Recognition) of this MOU shall also not require an election for the application of this provision to such units.
- 3.G. EXCLUSION OF EMPLOYEES.** The provisions set forth in subsection 3.B. (Union Members) herein, shall not apply to persons designated by the Board of Supervisors as management, supervisory or confidential nor to persons not in the classified civil service.

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

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

whose control the facility is placed. Employees attending meetings under subsection 4.D. (Meetings) during duty hours may do so only on duly requested and authorized leave time.

**4.D. MEETINGS.** Meetings of an authorized representative of the Union and a group of employees shall not be permitted during working hours except as provided in subsection 4.C. (Use of County Facilities), above. The Agency/Department Head may, upon timely application, allow meetings of a representative of a recognized employee organization and a group of employees during the lunch period in County facilities and at convenient dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organizational business, except as provided in subsection 5.E.1. (Shop Stewards) in reference to attending New Employee Orientation ("NEO"). Employees attending recognized organization meetings are not on County business.

**4.E. DATA TO UNION.** The Employee Benefits Center ("EBC") shall provide a list of the names, classifications, department, work location, work telephone number(s), and work and personal email addresses on file with the County of all employees in Representation Unit 001 four (4) times annually in accordance with the Sideletter of Agreement addressing Union Access to NEO.

The EBC shall provide a list of the names, classifications, department, work location, work telephone number(s), home address and home telephone number(s), and work and personal email addresses on file with the County of all employees in Representation Unit 076 four (4) times annually in accordance with the Sideletter of Agreement addressing Union Access to NEO.

**4.F. INFORMATION REQUESTS.** The Union and the County shall make only good faith requests for information relevant and necessary to carry out the parties' representation role in negotiations, without intent to burden the other party. Such requests shall be made as far in advance and with as much precision as practicable. The parties will respond to information requests made pursuant to the meet and confer process in the manner required by the Meyers-Milias-Brown Act.

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

## **SECTION 5. SHOP STEWARD/ASSOCIATION BUSINESS LEAVE BANK**

**5.A. PURPOSE.** The County recognizes the need and affirms the right of the Union to designate shop stewards from the employees in Bargaining Units 001 and 076. It is agreed that the Union in appointing such shop stewards does so for the purpose of promoting an effective relationship between the County administration and employees by helping to settle problems at the lowest level of supervision.

- 5.B. QUARTERLY MEETINGS.** The Agency/Department agrees to meet on a quarterly basis with representatives of the Union or more frequently by mutual agreement. The purpose of the quarterly meetings is for the Agency/Department administration and the Union to meet and discuss issues and matters of mutual concern in an effort to promote mutual effectiveness, efficiency and understanding.
- 5.C. ROLE OF SHOP STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the Agency/Department and, as such, is responsible to higher management for the quality and quantity of the work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that the shop steward function does not relieve the representative from conforming to all rules of conduct and standards of performance established by law, regulation, County or department policy or MOU.
- 5.D. SELECTION OF SHOP STEWARD.** The location and number of stewards shall be mutually agreed upon by the department and the Union. The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the shop stewards and the area they represent. The Agency/Department Head will be notified in writing by the Union of any subsequent changes regarding shop stewards and who they are replacing.
- 5.E. SHOP STEWARD RELEASE TIME.**

**1. SHOP STEWARDS**

- a. WORKING FULL TIME.** After obtaining supervisory permission, shop stewards will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per week in order to assist in investigation of the facts, assist in presentation of a grievance or to present at Agency/Department NEO when a new employee in the chapter is in attendance.
- b. WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths (2/5) time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed two (2) hours per week in order to assist in investigation of facts, assist in presentation of a grievance or to present at Agency/Department NEO when a new employee in the chapter is in attendance.

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

**2. RELEASE TIME PROCESS**

- a.** To obtain permission to investigate a grievance on on-duty time, the shop steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance. The shop steward is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel

involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by shop stewards as part of the grievance process. The employee may be represented by a shop steward at such time as a grievance is reduced to writing.

If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of services, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the day the shop steward was denied permission.

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

- b. To obtain permission to present at the Agency/Department NEO, the Union's designated representative shall request release time to the authorized representative in the Agency/Department Human Resources Office, at least three (3) working days prior to the orientation, who shall coordinate with the appropriate supervisor of the Union representative.

For leave taken under subsections 5.E.2.a. and 5.E.2.b., the shop steward shall report such time to their supervisor as shop steward leave (payroll code UNI) for time keeping purposes.

**5.F. NUMBER AND CHANGES OF SHOP STEWARDS.** It is agreed that the Union and the department will maintain positions known as shop stewards within Bargaining Units 001 and 076. The shop steward shall be selected from locations throughout the County by the Union. It is agreed that the County shall not attempt to transfer any shop stewards of the Union for reasons associated with their duties as shop steward. If a shop steward is assigned to another position by the County, the Union shall have the right to immediately replace the individual with another shop steward. Should the Union wish to change shop stewards during a grievance procedure, it may do so provided that only one (1) steward shall be allowed time off from work at any one time to investigate or settle the grievance.

**5.G. LIMITATIONS ON TIME OFF.** Shop Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

**5.H. UNION BUSINESS LEAVE BANK.** Employees subject to the provisions of this MOU may donate vacation or compensatory time off into a Union Business Leave Bank for the sole and exclusive use of the President or their designee of the Union for attendance at meetings, seminars, conferences or conventions on behalf of the Union. The President or their designee of the Union is expected to perform their duties as a representative of the Union on their own time. However, it is recognized that occasionally it will be necessary to attend to Union business during normal working hours. Where such activities are necessarily or reasonably to be performed during normal working hours, the Union Business Leave Bank may be utilized.



**Eligibility:**

1. Employee donations to the Union Business Leave Bank shall be made in full-day increments of eight (8) hours. Total hours donated to the Union Business Leave Bank may not exceed 144 hours in a fiscal year.
2. The donor employee may donate vacation or compensatory time off which shall be converted to the recipient employee's hourly value on a dollar-for-dollar basis when utilized. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted. Hours donated are not revocable.
3. Requests by the President or their designee of the Union for use of leave from the Union Business Leave Bank for absences from duty to attend to Union business will be made in writing to the Agency/Department Head 72-hours prior to the requested date of the absence from duty. Requests for use from the Union Business Leave Bank will not be unreasonably denied.
4. The County will provide the President of the Union with the Business Leave Bank balance on quarterly basis.

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

**6.A. HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the County's workplace, or in some other place where the employee is carrying out the duties of the County.

**6.B. WORKDAY AND WORKWEEK.**

1. The "workweek base" as used herein, shall mean the number of hours in a workweek which is equivalent to the full-time hours listed for classifications as enumerated in Appendix A (Job Classifications and Salaries).
2. The normal workday shall be eight (8) hours, the normal workweek base shall be forty (40) hours.
3. For employees in the classifications of Juvenile Institutional Officer ("JIO") Intermittent and services-as-needed Transportation Worker, the workweek is scheduled on an as-needed basis as determined by the Agency/Department Head.

**6.C. WORK SCHEDULES AND SHIFTS.** Except for employees in the classifications of JIO Intermittent and services-as-needed Transportation Worker, the responsible management authority shall prepare a schedule showing the employee's scheduled days and hours of work. Except under unforeseeable circumstances, each management authority shall make every reasonable effort to assure that no employee shall have more than one (1) change of shift in any workweek and that the employee shall be off duty no less than twelve (12) hours prior to working the new shift. Employees may work planned variations of the normal workday or workweek provided that their immediate supervisor and the Agency/Department Head have given written approval for the planned variation program.

**6.D. REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime accrue for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.

**6.E. SHIFT BIDDING AND ASSIGNMENTS IN JUVENILE HALL.**

1. Juvenile Hall will have a yearly shift bidding process. Each May, the shift bidding will be done on a seniority basis. A seniority list will be forwarded to the Union by May 1 of each year.
  - a. For JIO Associate and JIO appointed before January 1, 2001 seniority for shift bidding will be determined by total County seniority.
  - b. For employees appointed, rehired or reinstated to JIO Associate and JIO after January 1, 2001, seniority for shift bidding will be determined by time in the JIO series (any time worked as a JIO Intermittent and/or JIO Associate and/or JIO) based on the date of their most recent appointment.
2. JIOs will be able to bid on any biddable position assignments as indicated in 6.E.3. below. JIO Intermittents are excluded from shift bidding at the Juvenile Hall.
3. Effective May 2023, Juvenile Hall biddable position assignments include all JIO positions (e.g. living units [Intake excluded], Central Control, Court Staging, GPS, Escorts, and Floaters) and will be determined on an annual basis by this Section and based on sufficient staffing levels required to run programming and maintain safety and security of the facility as determined by management in accordance with Title 15 and Federal Prison Rate Elimination Act ("PREA"). Management will provide the Union with the list of biddable position assignments (which shall include the unit name/number, days off and shift) 60 days prior to shift bidding. Management will post the list of biddable position assignments, including the type and number of positions at least 45-days prior to shift bidding. The annual list will include, at minimum, the availability of bidding in five (5) living units housing male youth at a ratio of four (4) day shifts; four (4) swing shifts; and two (2) graveyard shifts per identified living unit, and one (1) unit housing female youth which will include the availability of bidding for three (3) day shifts, three (3) swing shifts; and one (1) graveyard shift. All biddable units will have various combinations of days off, which may include Saturdays and Sundays. The annual list will include, at minimum, Central Control, three (3) days shifts, three (3) swing shifts and two (2) graveyard shifts; GPS two (2) days shifts; Court Staging three (3) day shifts; and Escorts three (3) days shifts. The annual list will also include floater positions as follows, at minimum: fifteen (15) day shifts, nineteen (19) swing shifts, and twelve (12) graveyard shifts. In addition, one (1) management position in each living unit per day and swing shift as a gender-specific position. Employees may bid on all JIO position assignments, except those designated as "management," based on seniority.
4. Management will maintain the right to determine when units are opened and closed, based on operational needs, and after shift bidding. Employees whose unit is closed

after the yearly shift assignment, will become Floaters and temporarily reassigned based on the needs of the Facility. These Floaters shall retain the same shift and days off, until implementation of the next bidding cycle and if their closed unit is reopened, said employees will return to the reopened closed unit. If management needs to open a new specialized and/or living unit, that unit will be filled with floaters until the following shift bidding cycle.

5. Management will retain the assignment right to the intake unit, and one (1) gender specific positions on the day and swing shifts on the living units. If a JIO's satellite assignment is discontinued, prior to the next annual shift bidding, the JIO will maintain their days and hours off and be reassigned to another satellite position, if available. If the satellite position is reestablished, the JIO will be returned to their satellite position.

**6.F. SHIFT BIDDING AND ASSIGNMENTS AT CAMP WILMONT SWEENEY ("CWS").**

1. The positions assigned to CWS will have a yearly shift bidding process. Each May shift bidding will be done on a seniority basis for, at least three (3) day, three (3) swing and four (4) graveyard positions. A seniority list will be forwarded to the Union by May 1 of each year. Management reserved the right to designate one (1) additional position on each shift as a gender-specific position.
  - a. For JIOs appointed before January 1, 2001, seniority for shift bidding will be determined by total County seniority.
  - b. For employees appointed, rehired or reinstated to the JIO Associate and JIO after January 1, 2001, seniority for shift bidding will be determined by time in the JIO series (any time worked as a JIO Intermittent and/or JIO Associate and/or JIO) based on the date of their most recent appointment.
2. JIO Intermittents are excluded from shift bidding at CWS.
3. At CWS, management reserves the right to six (6) additional JIO positions in any combination from among the day shift, the swing shift, and the graveyard shift. These management designated positions at CWS will be two (2) year assignments.

**6.G. TEMPORARY REASSIGNMENT BETWEEN FACILITIES.** In order to ensure adequate staffing levels within each facility and assignment, management positions may be temporarily reassigned, as staffing needs require, between the facilities identified in subsections 6.E. (Shift Bidding and Assignments in Juvenile Hall) and 6.F. (Shift Bidding and Assignments at Camp Wilmont Sweeney ("CWS")). Such temporary assignments shall be made within the employee's established shift. Management will endeavor to provide as much advance notice to the temporarily reassigned employee as possible.

**6.H. SCHEDULED DAYS OFF.** With the exception of employees in the classification of JIO Intermittent, employees shall be scheduled so as to provide two (2) consecutive days off during their workweek.

**SECTION 7. OVERTIME**

- 7.A. OVERTIME DEFINED.** Overtime work is all work performed pursuant to Section 6. (Hours of Work; Schedules and Shifts; Rest Periods), subsection 6.A. (Hours of Work Defined) in excess of the workweek set forth in Section 6. (Hours of Work; Schedules and Shifts; Rest Periods), subsections 6.B. (Workday and Workweek) and 6.C. (Work Schedules and Shifts), and in addition, for the JIO classifications as specified in the Fair Labor Standards Act ("FLSA") regarding hours actually worked in excess of eighty-six (86) hours in a fourteen (14)-day work period. The employee must actually work any hours claimed as overtime.

Holidays and paid time off shall count toward the accumulation of the workweek, excluding paid holidays which fall on an employee's regular day off.

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

- 7.B. HOW OVERTIME IS AUTHORIZED.** All hours worked for the County shall be in accordance with the employees assigned bi-weekly work schedule. Any overtime hours worked shall be pre-approved in advance by the Agency/Department Head or their designee, except in cases of unanticipated emergency. The unanticipated emergency work performed shall be reported to the assigned supervisor by the next business day.

- 7.C. OVERTIME COMPENSATION.** All employees shall receive overtime compensation in cash, in compensating time off, or a combination thereof, at the option of the Agency/Department Head, as follows and consistent with subsection 7.H. (When Compensatory Time Off May be Taken or Paid) herein:

1. The method of compensation for cash payment of overtime worked shall be as follows:

- a. Excluding JIO Classifications and JIO Intermittents, employees covered by the overtime provisions of the FLSA shall be paid time and one-half (1.5) for overtime worked as provided above based on the hourly rate defined in subsection 7.D. (Rate of Overtime Compensation) provided, however, that time and one-half (1.5) the employee's FLSA regular rate defined in subsection 7.E.2. shall be paid for all actual hours worked in excess of forty (40) hours (excluding holidays and paid leave time) as provided in the FLSA General Employees seven (7) Day Work Period.

JIO Classifications and JIO Intermittents shall be paid time and one-half (1.5) for overtime worked as provided above based on the hourly rate defined below in subsection 7.D. (Rate of Overtime Compensation) provided, however, that time and one-half (1.5) the employee's FLSA regular rate defined below in subsection 7.E.2. shall be paid for all actual hours worked in excess of eighty-six (86) hours (excluding holiday and paid leave time) as provided for in the FLSA for Probation Department fourteen (14) Day Work Period .

- b. The work period for JIO Classifications and JIO Intermittents shall be fourteen (14) days, and the work period for all other employees covered under this MOU shall be seven (7) days.

- 7.D. RATE OF OVERTIME COMPENSATION.** All employees covered by the overtime provisions of the FLSA shall receive overtime compensation at a premium rate of time and

one-half (1.5) the regular straight-time hourly rate. Compensation will be made pursuant to subsection 7.C. (Overtime Compensation) above.

**7.E. RATES DEFINED.**

1. For purposes of this Section, the hourly rate shall be defined as the regular biweekly rate divided by eighty (80).
2. For purposes of this Section, the FLSA regular rate shall be defined as follows:

Employees' regular rate shall include in addition to their hourly rate as defined in subsection 7.E.1. any applicable footnote and any applicable premium payment pursuant to subsections 13.A. (Split Shift); 13.B. (Night Shift); 13.C. (Standby Duty); 13.E. (Temporary Assignment to a Higher Level Position); and 13.G. (Bilingual Pay) of this MOU.

**7.F. FRACTIONS OF LESS THAN ONE-HALF HOUR PERIOD.** Overtime payment shall be compensated in cash or time off in increments of one-tenth (1/10<sup>th</sup>) hour period.

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

**7.H. WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID.**

Compensatory time off earned on or after January 23, 2011 may be accrued to a maximum of one-hundred (100) hours, and any employee who has accumulated one-hundred (100) hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensating time off balance is reduced below one-hundred (100) hours. Notwithstanding the foregoing, an employee may exceed the one-hundred (100) hour maximum when an emergency or other unusual circumstance exist and the department/agency has obtained approval of the County Administrator's Office to grant compensatory time off in excess of one-hundred (100) hours.

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

An employee covered by the overtime provisions of the FLSA who has accrued compensating time off in accordance with this subsection 7.H. (When Compensatory Time Off May Be Taken or Paid) shall upon separation from County service be paid for unused compensating time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three years of employment or the final regular rate received by such employee, whichever is higher. An employee shall be paid off for any unused in lieu and/or compensatory time off, up to a maximum of one hundred (100) hours, upon resignation/reinstatement or transfer to another agency/department. An employee shall be paid off for unused in lieu and/or compensatory time off, up to a maximum of one hundred (100) hours, prior to appointment from a position which is eligible to accrue compensatory or in lieu time off to one which is not eligible to accrue compensatory or in lieu time off.

### **7.I. Assignment of Overtime (JIO and JIO Associate Classifications Only)**

The Staffing Office Institutional Supervisor ("IS") II will fill a vacant shift for the bi-weekly pay period schedule using JIO Intermittents and voluntary overtime, in that order. Voluntary overtime must be granted as outlined below:

1. The Staffing Office IS II must review the bi-weekly schedule and assign vacant shifts to JIOs requesting overtime based on seniority.
2. JIOs may complete a Voluntary Overtime Request within the Scheduling Management System ("SMS"), an electronic time keeping system with the date(s) and shift(s) they are requesting to work. JIOs may also contact the Duty IS II or Staffing Office by the Monday before the bi-weekly schedule is released to be added to the Voluntary Overtime Request list.
3. After the bi-weekly schedule for available shifts is updated in the SMS, remaining shifts will be filled by seniority for voluntary overtime.
4. No JIO can work more than sixteen (16) consecutive hours including overtime on any day.
5. Both the Duty IS II and Staffing Office IS II should continue to utilize, the following strategies to fill vacant shifts:
  - Check-In Time daily to fill shift vacancies with JIOs who volunteer to work overtime
  - Call JIOs to inform them of shift vacancies.
    - If a JIO does not answer a call, the IS II must leave a message.
    - Direct Central Control to make announcements regarding shift vacancies and requests to work voluntary overtime;
  - Personally, ask JIOs to work the vacant shifts; and
  - Reassign JIOs in management positions to fill vacant shifts
6. If overtime is necessary, the Duty IS II must fill vacancies with JIOs who submitted a Voluntary Overtime Request and based on seniority. If no JIOs expressed an interest in overtime, as determined by the absence of submitted Voluntary Overtime Request, the Duty IS II must utilize the strategies outlined in subsection 7.I.5. If no JIOs volunteer for overtime the Voluntary Holdover Overtime procedure must be followed as indicated in subsection 7.J. (Voluntary Holdover Overtime – JIO & JIO Associate Classifications Only) below.

### **7.J. Voluntary Holdover Overtime (JIO & JIO Associate Classifications Only)**

1. Each month, all active JIOs may sign up to be placed on the voluntary holdover overtime list. All sign ups must be submitted by the end of the month to work the following month.
2. If a JIO signs up for the voluntary holdover overtime list, they can be mandated to work up to an additional eight (8) hours following their regularly scheduled shift.

3. When possible, JIOs mandated to work Voluntary Holdover Overtime should be given at least two (2) hours advanced notice of the requirement and should be given the opportunity to make arrangements for personal matters or obligations. JIOs on shift must not leave their post until properly relieved.
4. No JIO can work more than sixteen (16) consecutive hours including overtime on any day as it pertains to subsections 7.I. (Assignment of Overtime – JIO & JIO Associate Classifications Only), 7.J. (Voluntary Holdover Overtime – JIO & JIO Associate Classifications Only), and 7.K. (Involuntary Holdover Overtime – JIO & JIO Associate Classifications Only).

**7.K. Involuntary Holdover Overtime (JIO & JIO Associate Classifications Only)**

This subsection shall not be triggered until subsections 7.I. (Assignment of Overtime – JIO & JIO Associate Classifications Only) and 7.J. (Voluntary Holdover Overtime – JIO & JIO Associate Classifications Only) process are exhausted and shall only be used to meet required youth programming needs pursuant to Title 15 and PREA.

This subsection shall no longer apply after the Probation Department has filled 78% of permanent full time JIO positions (i.e., 145 filled positions). Should the number of filled permanent full time JIO positions fall below 78%, this subsection shall resume effect. If the JIO staffing falls below 64% of permanent full time JIO positions (i.e., 120 filled positions), subsection 7.K. (Involuntary Holdover Overtime – JIO & JIO Associate Classifications Only) is no longer in effect. Staffing levels will be assessed twelve (12) months from the adoption of this MOU by the Board of Supervisors, and every six (6) months thereafter to determine if this subsection shall be operative for an additional six (6) months.

The Probation Department shall provide the Union a monthly roster of filled and vacant positions, the recruitment efforts they engaged in, the number of voluntary overtime shifts filled the month prior, and the number of involuntary holdover overtime shifts filled the month prior. Additionally, the Probation Department must provide a monthly report to the Union related to the JIO recruitments, which includes the number of: open recruitments; applicants; candidates offered conditional employment; candidates in backgrounds (including candidates who withdrew, passed, or failed); and actual JIOs hired; and any information pertaining to advertising and media campaigns for the JIO position.

Involuntary holdover overtime must be administered by inverse seniority and selected from the JIOs present and on site from the prior shift. The JIO who was held over will move to the bottom of the Involuntary Holdover Overtime list for their assigned shift.

A JIO will not be required to work an involuntary holdover overtime shift on their last scheduled workday of a workweek.

JIOs who complete at least one (1) voluntary overtime shift within the pay period, are excluded from involuntary holdover overtime during the following pay period. In addition, employees who are absent due to vacation and/or sick leave, will have the exemption if they work a voluntary overtime shift in the pay period prior to their absence.

JIOs who work involuntary holdover overtime shall not be held over another shift within that pay period and for the following pay period.

## **SECTION 8. LEAVES OF ABSENCE**

**8.A. LEAVE MAY NOT EXCEED NINE (9) MONTHS.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereinafter provided.

**8.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the County, except as hereinafter provided.

Effective August 30, 2015 – June 30, 2016:

**8.C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. Upon the employee's receipt of the military orders, the employee must present to the supervisor a copy of their military orders which specify the dates and duration of such leave.

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

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of thirty (30) calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in 8.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
4. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

Effective July 1, 2016:

**8.D. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. Upon the employee's receipt of the military orders, the employee must present to the supervisor a copy of their military orders which specify the dates and duration of such leave.

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



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

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

- 8.E. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** An Agency/Department Head may grant an employee a leave of absence without pay from their position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result, and during the period, of a military leave of absence.
- 8.F. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.
- 8.G. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution; but no one such leave of absence shall exceed a period of one (1) year.
- 8.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified civil service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission rules shall apply.
- 8.I. LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified civil service who is appointed to another classification in the classified service of the County may be granted a leave of absence without pay from the position to which they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any

reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such agency/department shall be laid off if all authorized positions are filled.

- 8.J. LEAVE FOR PARTICIPATION IN EXAMINATION PROCESS.** Upon forty-eight (48) hours advance notice by the employee to his/her supervisor, an employee shall be granted paid leave while participating in a County examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the workplace and the testing site. Examinations for jurisdictions other than the County are exempted from this provision.
- 8.K. LEAVE FOR PARTICIPATING IN SELECTION PROCESS.** Upon twenty-four (24) hours advance notice by the employee to their supervisor, an employee who has received a certification for a County employment interview shall be granted paid leave while participating in the interview scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the workplace and the site of the interview. Interviews for jurisdictions other than the County are exempted from this provision.
- 8.L. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA.** Sufficient paid leave of absence with pay shall be granted to permit an employee to travel between the workplace and the court and while serving on jury duty or answering a subpoena as a witness. Upon receipt of the jury duty summons, the employee shall notify the supervisor of the date and time of jury duty. The Agency/Department Head may require an employee to provide a copy of the jury duty summons. Compensation for any employee regularly scheduled to work less than the normal workweek for the job classification shall be prorated within a pay period in which leave is granted, based upon a proration of the hours which would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the County Treasurer. Any person assigned to an afternoon or evening shift shall be entitled to equal time off as a leave with pay from their next regularly scheduled shift for all time spent while going to and from court, serving on jury duty or answering a subpoena as a witness. Any person who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on their entire two (2) scheduled days off during the previous Monday through Friday, upon twenty-four (24) hour advance notice to their supervisor shall be allowed to schedule their next regular workday as vacation or compensatory time off. Any person whose jury service extends into a second workweek shall have their schedule changed to a Monday to Friday day shift schedule for the duration of jury service only. On any day of jury service or when answering such subpoena during which an employee is excused entirely or in sufficient time to permit the employee to return to work for a minimum of one-half (1/2) of the employee's regular scheduled shift, the employee shall be required to do so and the pay provided for herein shall be reduced accordingly. When stand-by jury duty is available, the employee shall apply for such option.
- 8.M. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any person who, because of illness or injury, is incapable of performing their work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.

**8.N. PERSONAL DISABILITY LEAVE.** Except for employees in the classification of JIO Intermittent, employees with tenure shall be entitled to leaves of absence without pay for not more than two (2) segments aggregating to no more than ninety (90) calendar days within any four (4) year period of continuous employment upon presentation of acceptable proof of their personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time off, unless the employee is receiving accrued vacation, paid sick leave or compensatory time off as a supplement to disability insurance benefits under Section 16. (Disability Insurance Benefits) of this MOU, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Agency/Department Head.

For the purposes of this Section, time during which a person is temporarily not employed by the County, if followed by reemployment within four (4) years, shall not be considered as an interruption of continuous employment; but the period of time such employee is not employed shall not be counted in computing the four (4) years of continuous employment for the purpose of qualifying for the two (2) segments aggregating to no more than ninety (90) calendar days.

The Agency/Department Head may require acceptable proof of the employee's ability to return to work provided that the Agency/Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Agency/Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this subsection 8.N. (Personal Disability Leave) shall be returned to the same classification and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift and, where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used their best effort herein shall not be subject to the grievance procedure.

**8.O. PREGNANCY AND CHILD BONDING LEAVE.** An employee is entitled to receive a pregnancy and child bonding leave for up to six (6) months. The scheduling of child bonding leave (either on Family Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA")) on an intermittent and/or reduced workweek schedules are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

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

pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA.

Pregnant employees working in institutional settings where it is not unreasonable to assume that the nature of the work required could jeopardize the health of the employee may be temporarily reassigned by the County to less hazardous duty or, in the event such reassignment is not feasible, may be required to extend the pregnancy leave period through provisions of subsection 8.N. (Personal Disability Leave) above to an amount satisfactory to the County.

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

**8.P. CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to twelve (12) weeks in a twelve (12) month period, within one (1) year of the qualifying event. Child bonding leave runs concurrent with FMLA/CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law. To be eligible for such leave, an employee must have worked at least twelve (12) months for the County and at least 1,250 hours during the twelve (12) months preceding the first day of leave. An employee may elect to take accrued vacation or compensatory 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 to fathers, spouse, domestic partners, or adoptive parents unless they are otherwise eligible to use it as provided in subsection 11.I. (Family Sick Leave) 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 their 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.

**8.Q. DEATH IN IMMEDIATE FAMILY.** Leave of absence with pay because of death in the immediate family of a regularly scheduled person in the County service may be granted by the Agency/Department Head for a period not to exceed three (3) days. Except for employees in the classification of JIO Intermittent, an additional two (2) days leave may be granted by the Agency/Department Head and charged to the employee's accrued sick leave balance in the event that one-way travel in excess of 300 road miles from the employee's residence is required. Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted, and,

insofar as the first three (3) days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this subsection, "immediate family" means mother, step-mother, father, step-father, husband, wife, domestic partner (as defined in Appendix B – Domestic Partners), son, step-son, daughter, step-daughter, brother, sister, mother-in-law, father-in-law, foster parent, foster child, grandparent, grandchild or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, and sister-in-law.

In the case of the death of the employee's mother-in-law, father-in-law, grandparents, or grandchildren, where the decedent was not living in the employee's household, the employee shall be entitled to one (1) day of leave of absence with pay. An additional two (2) days leave may be granted by the Agency/Department Head and charged to the employee's accrued sick leave balance in the event that one-way travel in excess of 300 road miles from the employee's residence is required. Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first day is concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

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

## **SECTION 9. HOLIDAYS**

**9.A. HOLIDAYS DEFINED.** Employees in the classification of services-as-needed Transportation Worker are excluded from the provisions of Section 9. (Holidays). Except for employees working in the classification of JIO Intermittent who are excluded from the provisions of subsections 9.A. (Holidays Defined), 9.B. (Floating Holiday), 9.C. (Value of a Holiday for Purposes of Time Off and/or Cash Compensation), 9.D. (Number of Holidays for Shift Workers), 9.E. (Holidays to be Observed on Workdays), 9.F. (Holiday Compensation), and 9.H. (Conformity with State Holidays), of this Section, paid holidays shall be:

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

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

- 9.B. FLOATING HOLIDAY.** Each employee hired prior to July 1 of each calendar year shall be entitled to four (4) floating holidays. Employees hired on or after July 1 of any calendar year are not eligible to receive the floating holidays in that calendar year. Less than full-time employees shall be entitled to prorated floating holidays based on a proration of hours the employee is regularly scheduled to work as of January 1. Effective January 1 of the year following adoption of this MOU, floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's full-time status. The adjustment to the floating holiday hour balance shall not exceed the full time equivalent amount for four (4) days of floating holidays (32 hours for 80 hour per pay period employee and 30 hours for 75 hour per pay period employee) or the full time equivalent amount in effect for the calendar year. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

Floating holidays are to be scheduled by mutual agreement of the employee and their Agency/Department Head and taken within the calendar year. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

- 9.C. VALUE OF A HOLIDAY FOR PURPOSES OF TIME OFF AND/OR CASH COMPENSATION.** The value of a holiday, for purposes of time off and/or cash compensation, which falls during a pay period is one tenth (1/10) of an employee's time spent in paid status during said scheduled pay period, excluding overtime. The maximum potential value of a holiday is eight hours for a classification normally scheduled to work eighty (80) hours per pay period.
- 9.D. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 9.E. (Holidays to be Observed on Workdays). hereof, no employee assigned to shift work shall receive a greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek, regardless of how the holiday is compensated. The intent of this Section is to compensate each employee for each holiday defined in subsection 9.A. (Holidays Defined) whether compensation is in cash or time off.
- 9.E. HOLIDAYS TO BE OBSERVED ON WORKDAYS.** For employees, except as specified below: In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

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

- 9.F. HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time for eight (8) hours. Holidays which fall on an employee's regular day off shall receive compensation at the regular straight-time hourly rate. In the event any employee shall work longer than the normal workweek as set forth in Section 6. (Hours of Work; Schedules and Shifts; Rest Periods) of this MOU by virtue of having worked a holiday as set forth above, said employee shall be compensated at a premium rate of 1.5 (time and one-half) the regular straight time hourly rate, as provided in subsection 7.D. (Rate of Overtime Compensation).
- 9.G. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, an employee must be on paid status the employee's scheduled workday before and the employee's scheduled workday after the holiday. This subsection does not apply to floating holidays.
- 9.H. CONFORMITY WITH STATE HOLIDAYS.** In the event the legislature shall amend Section 6700 of the Government Code to change the date of a holiday listed in subsection 9.A. (Holidays Defined) hereof is observed, employees subject to this MOU shall celebrate said holiday in conformity with the State. This subsection shall not be applied so as to increase or decrease the number of holidays set forth in subsection 9.A. (Holidays Defined) or subsection 9.I. (Exempt Work Situations) hereof.
- 9.I. EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section.
- 9.J. JIO INTERMITTENT.** Employees in the classification of JIO Intermittent who work, Christmas Day (December 25), New Year's Day (January 1), Martin Luther King, Jr. Birthday observance (3rd Monday in January), Washington's Birthday (3rd Monday in February), Memorial Day (last Monday in May), July 4, Labor Day (1st Monday in September), Veteran's Day (November 11), and Thanksgiving (4th Thursday in November) shall be compensated at time and one-half (1.5) for all hours worked on those days. Hours worked on these holidays will be credited toward employee's eligibility for health and dental benefits.

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

If employees subject to this subsection 9.J. (JIO Intermittent) work on both December 25 and the designated holiday; January 1 and the designated holiday; July 4 and the designated holiday; or November 11 and the designated holiday, they will be compensated at the premium rate for December 25, January 1, July 4, or November 11 only.

## **SECTION 10. VACATION LEAVE**

JIO Intermittents and Services-as-Needed Transportation Workers are excluded from the provisions of Section 10. (Vacation Leave).

- 10.A. FOR EMPLOYEES HIRED PRIOR TO OCTOBER 17, 2010.** Each employee in the service of the County whose employment began prior to October 17, 2010 shall accrue vacation leave as follows:

1. **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.
  2. **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.
  3. **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.
  4. **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.
- 10.B. EFFECTIVE JANUARY 1, 2017:** Effective January 1, 2017, all employees covered by this Section whose employment began prior to October 17, 2010 shall accrue vacation leave as follows:
1. **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. Employees shall not accrue additional vacation until their **maximum balance falls below four (4) weeks.**
  2. **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 seven (7) weeks. Employees shall not accrue additional vacation until their **maximum balance falls below seven (7) weeks.**
  3. **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 ten (10) weeks. Employees shall not accrue additional vacation until their **maximum balance falls below ten (10) weeks.**
  4. **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 twelve (12) weeks. Employees shall not accrue additional vacation until their **maximum balance falls below twelve (12) weeks.**

MAXIMUM BALANCE DURING THE TERM OF THIS MOU:



During the term of this MOU, those employees hired prior to October 17, 2010 shall accrue vacation and be subject to the maximum balance as stated above in subsection 10.B. (Effective January 1, 2017) as follows:

Length of Service Allowable	Vacation Accrual Over 26 Pay Periods	Maximum Balance
Up to 104 biweekly pay periods (4 years)	10 days	20 days
After 104 biweekly pay periods (4 years)	15 days	35 days
After 286 biweekly pay periods (11 years)	20 days	50 days
After 520 biweekly pay periods (20 years)	25 days	60 days

This provision shall continue until a successor MOU is adopted by the Board of Supervisors.

It is the responsibility of the employee and their immediate supervisor to monitor vacation leave balances to make every effort to ensure that employees' vacation balances do not exceed the limitations set forth above.

**10.C. FOR EMPLOYEES HIRED ON OR AFTER OCTOBER 17, 2010.** Each employee in the service of the County whose employment began on or after October 17, 2010, shall accrue vacation leave as follows:

- 1. 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**. Employees shall not accrue additional vacation until their **maximum balance falls below four (4) weeks**.
- 2. 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**. Employees shall not accrue additional vacation until their **maximum balance falls below six (6) weeks**.
- 3. 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**. Employees shall not accrue additional vacation until their **maximum balance falls below eight (8) weeks**.
- 4. 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**. Employees shall not accrue additional vacation until their **maximum balance falls below ten (10) weeks**.

Those employees hired on or after October 17, 2010 shall accrue vacation as follows:

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

It is the responsibility of the employee and their immediate supervisor to monitor vacation leave balances to make every effort to ensure that employees' vacation balances do not exceed the limitations set forth above.

- 10.D. CASH PAYMENT IN LIEU OF VACATION LEAVE.** Employees who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A (Job Classifications and Salaries), for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed vacation earned during the two (2) years of employment preceding such separation.

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Agency/Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

- 10.E. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin as of the date of employment. In the event the date of employment is not on the first day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.

- 10.F. WHEN FIRST VACATION IS DUE.** The first vacation leave for any employee shall be due only after the completion of at least 130 working days of employment, except as provided in subsection 10.K. (When Vacation Leave May Be Taken) hereof.

- 10.G. 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 the permission of their Agency/Department Head, or their designee, 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.

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

- 10.I. EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.
- 10.J. 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 10. (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 years of continuous employment for the purpose of this Section 10. (Vacation Leave), provided that, for the purposes of qualifying for 20 working days' vacation leave, where employees have been employed by the County without interruption for the past ten (10) years, all service of such employee shall be deemed to have been continuous.
- 10.K. WHEN VACATION LEAVE MAY BE TAKEN.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

Scheduling of vacation leave shall be by mutual agreement of the employee and the Agency/Department Head or their designee. Employees shall be allowed to divide their vacation leave in any vacation scheduling year into two (2) segments. The Agency/Department Head or their designee, at their discretion, may grant an employee additional segments of vacation. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in subsection 10.L. (Personal Leave).

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

- 10.L. PERSONAL LEAVE.** An employee shall be allowed two (2) days in any calendar year from their regular vacation accrual for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of their agency/department. Such personal leave shall be in segments of one (1) hour or more.
- 10.M. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A (Job Classifications and Salaries) which such employee would have been entitled to receive while in active status, including premium pay pursuant to subsections 13.A. (Split Shift), 13.B. (Night Shift), and 13.H. (Post Assignments) hereof, during such vacation period.
- 10.N. VACATION PURCHASE PLAN.**

1. Effective for vacation purchased for 2011 and every year thereafter, full-time employees 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 for the upcoming plan year, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
  - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
  - e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
  - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
  - g. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, 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 deduction and no additional days will be allowed for purchase.

- ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
  - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
  - iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 10.N.1.h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay period of the following year.
  - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
  - vi. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. Effective Plan Year 2011, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. The County retains the right to eliminate vacation purchase upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.
- 10.O. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** This subsection applies to those who enter a bargaining unit covered by this MOU and come from a County representation unit where the maximum vacation leave balances are not equivalent to those listed in subsections 10.B. (Effective January 1, 2017) and 10.C. (For Employees Hired On Or After October 17, 2010) above. These employees shall not accrue additional vacation until their maximum vacation balance falls below the maximum accrual as stated in the appropriate subsection 10.B. (Effective January 1, 2017) or 10.C. (For Employees Hired On Or After October 17, 2010). The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of such request is to reduce their accrued vacation leave balances to the applicable maximum vacation balances as stated in the appropriate subsection 10.B. (Effective January 1, 2017) or 10.C. (For Employees Hired On Or After October 17, 2010).

- 10.P. VACATION SELLBACK.** Effective July 1, 2016, employees may receive equivalent cash payment for up to ten (10) vacation days per fiscal year. This benefit shall be pro-rated for part-time employees based on the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work. Requests for vacation sellback are irrevocable. The procedures which employees use to request vacation sellback shall be provided in June each year, except at initial implementation.

## **SECTION 11. SICK LEAVE**

Employees in the classification of JIO Intermittent are excluded from the provisions of Section 11, except subsections C.2.a. and b., C.5, C.6, C.7 and J. Services-as-Needed Employees Sick Leave/Family Sick Leave. Employees in the classification of services-as-needed Transportation Worker are excluded from the provisions of Section 11, except as noted in subsection J. Services-as-Needed Employees Sick Leave/Family Sick Leave.

- 11.A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury other than an industrial illness or injury which renders the employee incapable of performing assigned work or duties for the County and routine medical or dental appointment of the employee. Effective October 8, 2017, sick leave shall be defined as follows: 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 appointment of the employee.
- 11.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.
- 11.C. INDUSTRIAL SICK LEAVE WAGE CONTINUATION.** If an employee covered by these provisions of this MOU is incapacitated by illness or injury arising out of or in the course of his/her employment with the County, such employee shall be entitled to pay as provided herein.

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

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

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

For injury or illness occurring on or after October 17, 2010, and the employee continues to be disabled after eligibility for 4850 benefits has expired, regular workers compensation temporary disability benefits are paid. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, excluding sick leave, up to 75% of gross salary for two hundred seventy (270) days. Amount of leave necessary is computed for each case by the County Auditor's Office. Effective October 8, 2017, eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, including sick leave, up to 75% of gross salary for two hundred seventy (270) days. Amount of leave necessary is computed for each case by the County Auditor's Office.

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

- a. **Amount and Duration of Payment.** Such employee shall be entitled to receive industrial sick leave wage continuation under this subsection for scheduled workdays commencing with the fourth calendar day of such incapacity equal to the difference between 100% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity, but not for a period exceeding one (1) calendar year from the date of injury or illness.

Effective for any injury that occurs on or after October 17, 2010, such injured employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such disability. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the incapacity.

- b. **Limitations.** The granting of this increased benefit level does not entitle JIO classifications to heart, pneumonia or any other presumption which exists for employees covered by the provisions of Section 4850 of the Labor Code.

3. **For Employees Not Covered By the Provisions of Subsections 11.C.1. or 11.C.2.** Such employee shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of such incapacity equal to the difference between 80% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one (1) calendar year from the date of sickness or injury resulting in such incapacity.

- a. **Use of Accrued Leaves Prior to October 17, 2010.** For injuries occurring prior to October 17, 2010, following one (1) calendar year, cumulative sick leave may

be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary (amount of sick leave necessary for this purpose is computed for each case by the County Auditor's Office).

Effective for any injury that occurs on or after October 17, 2010, such injured employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such disability. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the incapacity.

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

In the event that the period of such incapacity shall exceed fourteen (14) calendar days, the employee so incapacitated shall be granted industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three (3) calendar days of such incapacity. If the period of such incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled workdays as provided in subsection 11.E. hereof, for the first three (3) workdays of such disability.

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

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



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

- g. whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness, and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
5. This benefit shall be administered in accordance with State Workers' Compensation Laws.
6. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Workers' Compensation temporary disability benefits and supplementing such payments with accrued paid leave or industrial sick leave wage continuation shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
7. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims.
  - a. Treatments are being authorized under Workers' Compensation;
  - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
  - c. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. Such leave shall be granted for a maximum eligibility period for up to six (6) months from the date of injury or illness or the employee is declared permanent and stationary, whichever is earlier. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.
- 11.D. **CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status up to a maximum accumulation of 130 workdays of unused sick leave with pay entitlement. The Agency/Department Head shall grant to such an employee, for those causes set forth in subsection 11.A. hereof, sick leave with pay, but not in excess of his/her accumulated unused sick leave with pay entitlement.
- 11.E. **SICK LEAVE - DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.
- 11.F. **CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to subsection 11.D. (Cumulative Sick Leave Plan) hereof reaches one hundred thirty (130) days, five (5) days shall be deducted from said sick leave balance and

shall be converted to one (1) day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 10. (Vacation Leave), and shall thereafter be subject to the provisions of Section 10. (Vacation Leave).

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

**11.H. MEDICAL REPORT.** The Agency/Department Head, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or a medical practitioner currently treating the employee's family member. An employee absent during what the Agency/Department Head, in his/her discretion, determines to be a sick-out shall not be eligible for sick leave pay for such an absence unless the employee submits within five (5) workdays from the date of such absence evidence of sickness or injury consisting of declarations of the employee and a physician signed under penalty of perjury. The Agency/Department Head, with the approval of the County Administrator, may waive the declarations requirement where there is other compelling evidence of the employee's sickness or injury.

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

**11.I. FAMILY SICK LEAVE.** Effective July 1, 2015, employees, as defined in Section 11.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.

**11.J. SERVICES-AS-NEEDED EMPLOYEES SICK LEAVE/FAMILY SICK LEAVE.**

**1. SICK LEAVE DEFINED.** As used in this subsection, " Employee Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders him/her incapable of performing his/her work or duties for the County; (ii) his/her exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.

- 2. ACCUMULATION OF SICK LEAVE.** Effective July 1, 2015, Services-as-needed employees working in classifications which are enumerated in Appendix A shall receive twenty-four (24) hours of sick leave with pay entitlement. Any unused sick leave shall be removed effective December 31, 2015. Beginning calendar year 2016, eligible employees shall receive twenty-four (24) hours credited to the employees balance in the pay-period containing January 1, 2016 and every pay-period containing January 1 thereafter. Employees hired after the pay-period containing January 1 shall receive twenty-four (24) hours credited to the employee's balance in the first pay-period upon employment. Any unused sick leave will be removed effective December 31, 2016 and every December 31 thereafter.
  - 3. EMPLOYEE/FAMILY SICK LEAVE.** Beginning on the 90th day of employment, Services-as-needed employees working in classifications which are enumerated in Appendix A are eligible to use, in each calendar year, three (3) days of accumulated sick leave to attend to the employee's illness or that of an immediate family members who are ill or injured 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 (Services-As-Needed Employees Sick Leave/Family Sick Leave), "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.
  - 4. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES – SERVICES-AS-NEEDED EMPLOYEES.** Any Services-as-Needed employees working in classifications which are enumerated in Appendix A, who separates from the County and is reinstated/rehired by the County within the calendar year in which they leave, shall have previously accrued and unused paid sick days reinstated up to a maximum of twenty-four (24) hours. The employee shall be entitled to use the previously accrued and unused paid sick days as stated above.
- 11.K. SICK LEAVE AVERAGE.** This is to clarify that the countywide sick leave average as stated in the report is a tool to trigger the review of an employee's attendance record. Exceeding the countywide average is not in and of itself an indicator of sick leave abuse for an individual employee. No employee shall be placed on sick leave review unless he/she has first received an oral warning that his/her individual attendance record is marginal, followed by a written confirmation. Upon request, an employee shall be given a profile documenting his/her attendance record. If an employee is placed upon sick leave review, he/she is to be provided with a written statement explaining the reason and the length of time his/her attendance is to be monitored.

## **SECTION 12. WAGES**

### **12.A. WAGES.** For all classifications represented by the Union:

1. Effective September 18, 2022, salaries shall be increased by three and one-half percent (3.5%).
2. Effective September 17, 2023, salaries shall be increased by three and one-half percent (3.5%).
3. Effective September 15, 2024, salaries shall be increased by three percent (3.0%).
4. Effective September 14, 2025, salaries shall be increased by two and one-half percent (2.5%).
5. Effective August 2, 2026, salaries shall be increased by two and one-half percent (2.5%).

### **12.B. SPECIAL ADJUSTMENTS.** In addition to the general salary increases above, all employees in the JIO Intermittent (Job Code ("JC") #6210), JIO Associate (JC #6214) and JIO (JC #6216) classifications will receive special adjustments as follows:

1. Effective September 18, 2022, six and one-half percent (6.5%).
2. Effective September 17, 2023, three and one-half percent (3.5%).

### **12.C. LUMP SUM PAYMENTS.**

1. All active employees in Representation Units 001 and 076 as of September 7, 2022 shall receive a lump sum gross payment of two thousand five hundred dollars (\$2,500). The lump sum payment shall be made as soon as administratively possible following December 10, 2022.
2. All active employees in Representation Units 001 and 076 as of September 3, 2023 shall receive a lump sum gross payment of two thousand five hundred dollars (\$2,500). The lump sum payment shall be made as soon as administratively possible following December 9, 2023.

### **12.D. PAY DIFFERENTIAL.** Effective 1/23/2011, the provision of the Salary Ordinance Section 3-14.6, pertaining to a 3% differential for meal periods will be terminated and the referenced 3% pay differential shall be incorporated into the base salary for the Juvenile Institutional Officer series and Night Group Supervisor classifications.

## **SECTION 13. PREMIUM CONDITIONS**

### **13.A. SPLIT SHIFT.** Except as otherwise provided in subsection 13.B. (Night Shift) below, any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above their regular straight-time hourly rate of pay for the entire number of hours so worked. For purposes of this subsection "split shift" is defined as any eight (8) hour daily tour of duty taking more than nine and one-half (9.5) consecutive hours to complete.

- 13.B. NIGHT SHIFT.** With the exception of the classification of Night Group Supervisor, employees who are required to work at least five-eighths (5/8<sup>th</sup>) of their normal daily tour of duty after 4:30 p.m. and before 8:00 a.m. shall be paid at a rate of five percent (5%) over and above their normal straight-time hourly rate of pay for the entire number of hours so worked.
- 13.C. STANDBY DUTY.** Employees who are required to perform standby duty shall be compensated at the rate of one-eighth (1/8<sup>th</sup>) pay per eight hours of standby duty.
- 13.D. CALL BACK.** An employee called back to work in the same workday from either standby duty or non-standby duty status after working a full workday shall be compensated at one and one-half (1.5) times the normal straight-time hourly rate for such work; provided, however, that the minimum compensation per instance shall be two (2) hours at the rate set forth herein.
- 13.E. TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION.** Except for employees in the classification of JIO Intermittent, an employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
1. The full range of duties of the higher level position has been specifically assigned in writing by the Agency/Department Head.
  2. Assignment for out-of-class pay can only be made for the full shift of the higher level position. Under the provisions of this subsection, part-time employees can only meet the "full shift" criteria by being assigned to a higher level part-time position, or by being assigned to work the full shift of a full-time position.

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

1. The service in such position exceeds ten (10) days in any twelve (12) month period, and payment shall be retroactive to the first day of such services in a twelve (12) month period.
2. The rate of pay pursuant to this subsection shall be calculated as though the employee has been promoted to the higher level position. Since out-of-class pay is an assignment rather than a Civil Service appointment to the position, the employee is not eligible for step increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
3. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
  - a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period, except as provided for in subsection 3-14.7 of the Salary Ordinance.

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

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

**13.F. REPORTING PAY.** In the event that a regular full-time employee is scheduled or directed to report for work and so reports and is told by the County that their services are not required, they will be entitled to two (2) hours pay at the normal straight-time hourly rate. If such employee is sent home through no fault of their own before completion of a shift, such employee will be entitled to a minimum of four (4) hours of pay at the normal straight-time hourly rate or straight-time hourly pay for hours actually worked, whichever is greater.

**13.G. BILINGUAL PAY.** Employees receiving bilingual pay will only be compensated by one (1) of the following provisions:

1. **Positions Designated Bilingual:** Upon the recommendation of the Agency/ Department Head and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional forty dollars (\$40) per pay period compensation. Compensation provided by this subsection shall be forty dollars (\$40) per pay period. Effective October 23, 2016, compensation provided by this subsection shall increase from forty dollars (\$40) to fifty-five dollars (\$55) per pay period.
2. **Bilingual Pay for Services Requested:** An employee who has taken and passed a bilingual proficiency test coordinated by the County Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated an additional forty dollars (\$40) in any pay period in which the individual is directed by the Agency/Department Head or their designee to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an individual's bilingual competency shall not be subject to the grievance procedure. Compensation provided by this subsection shall be forty dollars (\$40) per pay period. Effective October 23, 2016, compensation provided by this subsection shall increase from forty dollars (\$40) to fifty-five dollars (\$55) per pay period.

**13.H. POST ASSIGNMENTS.** Persons working in post positions under Job Codes 6214, 6216, 6110, 6115, and 6210 in Juvenile Custodial Institutions who are unable to receive a duty-free one-half hour lunch period shall be paid an additional three percent (3%) compensation.

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

**14.A. MEDICAL PLANS.** The County offers Health Maintenance Organization ("HMO") medical plan options and effective February 1, 2022, a Preferred Provider Organization ("PPO") medical plan. Alternative plan options listed in subsection 14.A.3. (Duplicative Coverage) apply to employees who receive alternative coverage through the County. Employees who

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

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

**1. PAYMENT OF PREMIUMS.**

- a. **Plan Year 2020:** Effective Plan Year 2020, the County and covered employees will share the cost of medical premiums. The County will pay eighty-seven and one half percent (87.5%) of the total semi-monthly premium for a HMO plan at the corresponding level of coverage (i.e. self, self + 1 dependent, family) in a plan year. The County will contribute 87.5% of the lowest cost HMO toward the total monthly premium of the PPO plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a plan year. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.
- b. **Plan Year 2024:** Effective Plan Year 2024, the County will pay eighty-five percent (85%) of the total semi-monthly premium for a HMO plan or eight-five percent (85%) of the total premium of the lowest cost HMO plan toward the total premium for a PPO/Indemnity 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. **The County shall provide the following Medical Plan options:**
  - i. One (1) PPO/Indemnity option
  - ii. Two (2) HMO option(s)

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

- 2. **PRORATION.** The County contribution (in subsection 14.A.1. (Payment of Premiums) shall be prorated each pay period based upon a proration of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.N. (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 100% of the semi-monthly premium for the benefit.
- 3. **DUPLICATIVE COVERAGE.** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B – Domestic Partners), and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under age 26, when both parties are employed by the County. The intent

of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

Married County employees and employees in domestic partners (as defined in Appendix B – Domestic Partners), 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 HMO plan.
- b. Up to one full family PPO plan.
- c. Up to one full family HMO plan with up to one (1) full family PPO 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 duplicative coverage within the same plan as the parent employee. If the parent employee has the YAD employee on a family plan, the YAD employee cannot select individual coverage on the same HMO plan as the parent employee.

- 4. EFFECT OF LEAVE WITHOUT PAY AND RE-ENROLLMENT.** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 14.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without 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 loses their medical plan coverage for three (3) months or less, shall be allowed to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. 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.

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 any 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 Employee Benefits Center ("EBC") within thirty (3) days when they experience a qualifying event (i.e. 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 benefit election changes during the County's annual Open Enrollment period.

**14.B. DENTAL PLANS.** The County offers a Dental Health Maintenance Organization ("DHMO") dental plan, a Preferred Provider Organization ("PPO") dental plan, and a PPO Supplemental dental plan. Alternative plan options listed in subsection 14.B.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

1. **Payment of Premiums.** For coverage through the 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 hours referenced in subsection 10.N. (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. This continuation shall apply to the dental plan options listed below. These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefits changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

Eligible employees may elect any one (1) of the following County-offered dental plan options listed below:

- a. A PPO/Indemnity dental plan.
- b. A DHMO dental plan.
- c. A PPO supplemental dental plan.

Effective Plan Year 2017, the maximum annual dental coverage limit shall be one thousand five hundred fifty dollars (\$1550).

Effective Plan Year 2024, the maximum annual dental coverage limit will be increased to one thousand six hundred fifty dollars (\$1,650).

2. **Duplicate Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B – Domestic Partners), and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under 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 elect 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 DHMO plan.
- c. Up to one (1) full family DHMO plan.
- d. Up to one (1) full family PPO plan.

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

3. **EFFECT OF LEAVE WITHOUT PAY AND RE-ENROLLMENT:** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.N. (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 forms 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.

Those employees who allowed 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 that are applicable to the plan year in which they reinstate.

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 (i.e., marriage, adoption, loss of dental coverage by spouse/domestic partner)

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

**14.C. CHANGES IN MEDICAL AND DENTAL COVERAGE - SUBJECT TO AVAILABILITY**

During the term of this MOU, the County and the Union shall investigate the feasibility of offering alternative medical and/or dental plans or eliminating alternative medical and/or dental plan(s). The Union and the County agree to participate in good faith meet and confer discussions concerning the medical plans during the term of the MOU. Both parties agree that revisions in medical plans may be necessary to reduce costs to both employees and the County. The MOU shall be reopened at the County's request to meet and confer to discuss possible changes related to the medical and dental plans.

**14.D. VISION PLAN.**

1. **Vision Reimbursement Plan:** Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least 50% time or more per pay period. Effective September 1, 2001, employees shall be reimbursed for the cost of either lens and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200 in the 24-month period ending August 31, 2003, and each subsequent 24-month period. Reimbursement will be made subject to applicable Auditor's Office procedures and requirements. Effective Plan Year 2026, the Vision Reimbursement Plan will no longer be available.
2. **Voluntary Vision Plan:** Effective Plan Year 2026, employees shall be eligible to participate in the County's Voluntary Vision Plan. The premium cost shall be paid by the employee.

- 14.E. SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 14.A. (Medical Plan) 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 (subsection 14.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

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

- b. Plan Year 2024:** Effective Plan Year 2024, 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.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

- 2. Proration.** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.
  - 3. Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 14.E.2. (Proration).
- 14.F. CAFETERIA BENEFIT PLAN.** Employees shall be eligible to participate in the County's Cafeteria Benefit Plan 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 14.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

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

- Medical
- Supplemental Employee Group Life 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 FSA's. Unallocated and/or unused funds are subject to subsection 14.G.4. (Unallocated and/or Unused Funds).

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

**1. Annual Allowance.**

- a. The annual County Allowance amount shall be one thousand dollars (\$1,000).
- b. Plan Year 2024: Effective Plan Year 2024, the annual County Allowance amount shall be one thousand one hundred dollars (\$1,100).
- c. Plan Year 2026: Effective Plan Year 2026, the annual County Allowance amount shall be one thousand two hundred dollars (\$1,200).

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

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

**3. Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, 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 14.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

#### **14.H. LIFE INSURANCE.**

- 1. BASIC LIFE INSURANCE.** Except for JIO Intermittents, SAN Transportation Workers, and any employee who is regularly scheduled to work less than half the normal workweek for the job classification, basic group life insurance coverage of \$20,000. The County shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay.

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

- 2. SUPPLEMENTAL LIFE INSURANCE.** Effective for the 2017 benefit plan year, voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees in increments of \$10,000, not to exceed the lesser of \$300,000 or three (3) times annual base salary.

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.

#### **14.I. FLEXIBLE SPENDING ACCOUNTS - DEPENDENT CARE, HEALTH, AND ADOPTION ASSISTANCE.** Employees are able to set up one (1) or more Flexible Spending Account ("FSA") that can help save money on taxes by allowing certain deductions with before-tax dollars.

- 1. HEALTH CARE EXPENSES.** Payments may be made for qualifying medical care expenses within the meaning of Code Section 213(d) of the Internal Revenue Code (i.e., out of pocket medically necessary, medical, dental and vision care expenses, including deductibles, co-insurance payments, and services, provided that such expenses incurred during a period of coverage and paid for by the employee and eligible family members and are not reimbursed or paid under the employee's medical and dental plans or any other applicable personal or group health and dental plan.
- 2. DEPENDENT CARE.** Subject to the applicable provisions of the Internal Revenue Code, employees covered by this MOU are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care unless otherwise prohibited by Federal statute. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care. Reimbursements are made solely on a monthly basis subject to submission of itemized statements, proof of payment, adequate accumulation of salary contributions and all applicable County Administrative procedures. Any sums remaining unspent at the end of the year are County funds unless otherwise prohibited by Federal statute.

More information is available at the Alameda County Employee Benefits Center or in the Alameda County Employee Benefits Handbook.

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

- 15.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.
- 15.B. MINIMUM ALLOWANCE.** An employee who is required by their Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than ten dollars (\$10) in that month for the use of their private automobile.
- 15.C. PREMIUM ALLOWANCE.** An employee who is required by his/her 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 his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve (\$12) per month for any such month.
- 15.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 private automobile, should incur property damage to the employee's private 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 by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this Section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above. 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 16. DISABILITY INSURANCE BENEFITS**

- 16.A. PARTICIPATION.** The County shall continue to participate under the State Disability Insurance ("SDI") Program.
- 16.B. PAYMENT OF SDI PREMIUMS.** SDI premiums shall be shared equally by the employee and the County.

**16.C. EMPLOYEE OPTIONS.** There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits which are as follows:

1. **Option 1:** Not applying for disability insurance benefits and using accrued paid sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with consent of the Agency/Department Head, discretionary Major Medical Supplemental Paid Sick Leave, or
2. **Option 2:** Applying for disability insurance benefits and integrating accrued paid leaves with SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensatory time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary Major Medical Supplemental Paid Sick Leave, unless the employee provides written notice to the Agency/Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or the County.
3. **AMOUNT OF SUPPLEMENT.** The amount of the supplement provided in subsection 16.E. (Health and Dental Plan Coverage in Conjunction with SDI) hereof, for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions specified in Section 13. (Premium Conditions) and applicable footnotes, and the "weekly benefit amount" multiplied by two and divided by 80.

**16.D. HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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

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

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 14. (Medical, Dental, Vision, Share the Savings, Cafeteria Benefit Plans, County Allowance, and Life Insurance) herein.



- 16.F. HOLIDAY PAY IN CONJUNCTION WITH SDI.** In the event that a paid holiday occurs during a period of absence for which the employee receives disability insurance benefits, holiday pay shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time off, and/or floating holiday balances on the day before and the day after the holiday.
- 16.G. PERSONAL DISABILITY LEAVE IN CONJUNCTION WITH SDI.** Refer to subsection 8.N. (Personal Disability Leave).

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

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

#### **SECTION 18. TWO (2) WEEKS' NOTICE UPON TERMINATION.**

In the event of the termination of an employee subject to this MOU for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or their designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date they would be entitled to such notice, it shall be mailed to them on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. The County agrees to furnish a copy of any such notice to the Union if the employee so requests in writing, but failure to receive such notice shall not invalidate such termination.

#### **SECTION 19. EQUAL EMPLOYMENT OPPORTUNITY; SAFETY.**

- 19.A. EQUAL EMPLOYMENT OPPORTUNITY.** The County will continue to meet with the Union on matters pertaining to Equal Employment Opportunity.
- 19.B. SAFETY.** In accordance with the approved Illness and Injury Prevention Program ("IIPP"), a Departmental Safety Committee ("Committee") must be established to support safe working conditions and address safety-related issues in the workplace. The Committee's objective will be to promote employee safety in the workplace, and to address safety issues in a timely manner. The Committee will review, discuss, and make recommendations to the Agency/Department Head on a variety of safety issues of mutual concern. The Agency/Department Head, or their designee, shall forward a written response to the Committee within thirty (30) days of receipt of written recommendations from the Committee on safety issues.

The Committee will consist of up to three (3) representatives from the Union and additional representatives chosen by the Probation Department. The Committee's Union representatives may be expanded upon the mutual agreement of the Union and the Probation Department, and if there is a need for additional members based on the items on

the agenda. Membership invitations will be sent to the Union, who will designate their representatives. Probation Department will ensure meeting invites are sent to these representatives as well as all other members of the Committee. The Committee will meet every month to consult on safety matters, even if Union representatives are unavailable to attend. Additional meetings may be convened on an as needed basis. A request for an additional meeting by the Union must be made in writing, and shall occur within fifteen (15) working days of receipt of the written request.

The Probation Department will act as chair for the meetings and prepare meeting minutes of each meeting for distribution to all Committee members. A meeting agenda will be prepared seven (7) days prior to each meeting, and all Committee members may submit items for the meeting agenda.

## **SECTION 20. GRIEVANCE PROCEDURE**

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

**20.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.

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

1. **Step One:** An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with the 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 this subsection 20.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days after the date of such informal discussion. Within seven (7) working days after the 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 from receipt of the answer within which to file an appeal to the second-level supervisor (i.e., for JIOs, this is the Assistant Superintendent and/or Superintendent).
3. **Step Three:** The second-level supervisor (i.e., for JIOs, this is the Assistant Superintendent and/or Superintendent), or corresponding administrative-level, shall have seven (7) working days after receipt of the written appeal in which to review and

answer the grievance in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal to the Deputy Chief of Facilities/ Assistant Agency Director, or corresponding administrative level.

4. **Step Four:** The Deputy Chief of Facilities/Assistant Agency Director, or corresponding administrative level, shall have seven (7) working days after receipt of the written appeal in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at and participate in any such hearing as the Deputy Chief of Facilities/Assistant Agency Director or corresponding administrative level, 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 to the Agency/Department Head.
5. **Step Five:** An Agency/Department Head shall have fifteen (15) working days after receipt of the written appeal in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or 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 any 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.

The Union may, in its own name, file a grievance alleging that the County has failed to provide it some organizational right which is established by a resolution or ordinance of the Board of Supervisors, by written agency/department rules, state law or by this MOU as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the Agency/Department Head or the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.

- 20.D. **WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the immediate supervisor has answered it in writing, the Union and the Agency/Department Head may by mutual agreement waive review of the grievance at the Deputy Chief of Facilities/Assistant Agency Director or corresponding administrative level of those cases in which such level of management are without authority to resolve the grievance as requested by the employee.
- 20.E. **BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 5 of subsection 20.C. (Departmental Review and Adjustment of Grievances) herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to said subsection 20.C. (Departmental Review and Adjustment of Grievances) request that the grievance be heard by an arbitrator.
- 20.F. **INFORMAL REVIEW BY DIRECTOR.** Prior to selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services (Director of HRS) or their designated representative shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of HRS or their designated representative shall have ten (10) working days in which to review and seek adjustment of the grievance.

**20.G. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of HRS or their designated representative and the employee or their representative. If the Director of HRS 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 HRS 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.

**20.H. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this MOU, a resolution or ordinance of the Board of Supervisors, the County Charter, State Law nor to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the County Charter, the County Salary Ordinance, or any State statute or regulation unlawful or unenforceable.

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

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

**20.K. 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.
2. Up to sixty (60) days after when the grievant may reasonably claim they 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 other relief for any claim that is stale, as set forth herein.

**20.L. CLAIM FOR MONETARY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection 20.K. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for monetary relief or damages for more than any sixty (60)-day period. The application of this period shall be as follows. The earlier of:

1. The sixty (60)-day period is limited to that which immediately precedes the filing of the grievance, or,

2. The sixty (60)-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 20.K.1 and 20.K.2. above.

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

**20.M. DESIGNATION OF APPEAL LEVELS.** The Agency/Department Head shall designate in writing the position or level in their department to which the various appeals provided in subsection 20.C. (Departmental Review and Adjustment of Grievances) hereof shall be made.

**20.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section 1. (Recognition) of the 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 (Definitions) of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to subsection 20.C.2. (Departmental Review and Adjustment of Grievances). In those cases in which an employee elects to represent himself or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this MOU. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to subsection 20.C.5. (Step Five) for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection 20.E. (Binding Arbitration of Grievances) hereof, the Union may elect to be a full and equal part to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

**20.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the Agency/Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsection 20.K. (Limitation of Stale Grievances) 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 Section; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

## **SECTION 21. STANDARDS AND TRAINING FOR CORRECTIONS**

**21.A. MEET AND CONFER ANNUALLY.** The County agrees to meet and confer annually with the Union, unless the parties agree not to meet, on the subject of continuing participation in the Standards and Training for Corrections program, hereinafter referred to as STC, prior to

the Probation Department making a proposal to the Board of Supervisors that participation be renewed for subsequent fiscal years during the life of the program.

- 21.B. REDUCED EXPECTATIONS AND WORKLOAD DEMANDS.** It is recognized that all eligible employees in the JIO classifications will be required to complete the annual number of STC training hours as established by the Board of State and Community Corrections ("BSCC"). Any increase in hours which may require over what has been the practice in the recent past would be given due account and consideration by management employees in the course of the day-to-day departmental operations and task completion expectations.
- 21.C. TIME SPENT IN TRAINING COURSES.** Training hours required by STC provisions and the rules of BSCC will be directed work time and would normally occur within the scheduled workweek. Time spent in such training courses, approved by management for attendance by the members of the Union, which extends beyond the scheduled workweek would be regarded as overtime as would any other legitimate and directed work activity. The granting of overtime would be subject to the existing provisions of the MOU and the County Administrative Code.
- 21.D. REIMBURSEMENT OF MILEAGE, AND PERSONAL OR TRAVEL RELATED EXPENSES, AND TRAVEL TIME ALLOWANCE.** When an employee is required by the Probation Department to attend STC Post, Core and/or Annual training, the Probation Department will provide for reimbursement to the eligible employee for actual and reasonable costs incurred for overnight hotel accommodations, unless these costs have been pre-paid in advance by the Probation Department. The employee will be reimbursed for overnight accommodation/lodging costs when the training is outside of the County and the employee's county of residence.

The employee will be reimbursed for three (3) meals a day for each 24-hour period of travel, for actual and reasonable costs (with receipts), or established per diem daily meal costs. Reimbursement for meals on partial days of travel or training will be made if the employee was traveling or at training during normal meal hours for that day. When meal costs are included as part of the accommodation costs, there will be no reimbursement to the employee. When no receipt is available or submitted, reimbursement will be at the County's/Department's established per diem rate.

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

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

regular worksite. The employee who chooses to return to their home on a daily basis during the core training period, will not be allowed to claim commute time.

- 21.E. POTENTIAL FOR DISCIPLINARY ACTION.** A requirement for participation in the STC program is completion of a minimum number of training hours for all new and current employees according to the schedule prescribed by BSCC. Each employee will be required to complete, within the prescribed time period, training in the amount specified by that Board. Except for reasons beyond an employee's control, if the employee fails to complete the required hours of training within the specified time period, the employee will be subject to appropriate disciplinary action.
- 21.F. TITLE 15 COMPLIANCE.** Newly appointed employees to the JIO classifications must complete training in accordance with Section 1322 of Title 15 (Youth Supervision Staff Orientation and Training) prior to assuming primary responsibility for supervising minors.
- 21.G. STC TRAINING.** Recognizing the need for JIOs to remain proficient in the areas of restraint, first aid, and CPR, refresher classes may be required as part of the mandatory STC training hours as prescribed by BSCC.

## **SECTION 22. ACCESS TO PERSONNEL FILES**

- 22.A. MAINTENANCE OF RECORDS.** The personnel files of Probation Department employees shall be maintained in the Office of Human Resources of the Probation Department. The personnel files of Social Services Agency ("SSA") employees shall be maintained in the Human Resources Department of SSA.
- 22.B. ACCESS.** An employee shall be permitted to review their personnel file at least once annually during regular working hours except for employees occupying post positions shall not be permitted to leave their work assignment for such purpose. The employee may review all material placed in their personnel file except such material that was obtained as third party reference material and any records of an employee relating to an investigation of possible criminal offenses. The employee shall be provided an opportunity to respond in writing to any information contained in the personnel file. Such response shall become a permanent part of the employee's personnel file.
- 22.C. AUTHORIZATION.** When accompanied by the employee or upon written authorization by the employee, a representative of the Union shall be permitted to examine and/or obtain copies of materials in such employee's personnel file. Such reviews shall be made in the departmental Human Resources Office and are subject to the presence of a member of the departmental Human Resources staff.
- 22.D. COPIES TO EMPLOYEE.** Copies of material placed in the Personnel File will be provided to the employee, whenever possible, prior to placement in the employee's personnel file. Certified mailing is acceptable.
- 22.E. CONFIDENTIALITY.** Employee personnel files shall be confidential. Employees shall be notified within five (5) working days of a subpoena or court order requesting release of information from official personnel files or other employee files.

## **SECTION 23. CATASTROPHIC SICK LEAVE PROGRAM**

Effective January 23, 2011, an employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if they have suffered a catastrophic illness or injury which prevents the employee from being able to work. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

### **23.A. ELIGIBILITY:**

1. The tenured recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
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 medical verification including diagnosis and prognosis 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. Employees may donate unlimited amounts of time.
6. The donor employee may donate vacation, compensatory time off or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.

## **SECTION 24. DISABILITY INSURANCE POLICY**

Disability insurance policies are available for the employee only. **Coverage can be purchased either through the use of vacation sellback (up to five (5) days) or through payroll deduction.** (See Section 7-4 of the Salary Ordinance for information on vacation sellback.) These policies are subject to premium costs, eligibility, age limitations, coverage exclusions, and all other provisions set forth in the applicable insurer contracts.



## **SECTION 25. EDUCATIONAL STIPENDS**

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

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

## **SECTION 26. UNIFORMS**

Within thirty (30) days of appointment to the classification of JIO Associate, or JIO the County will provide six (6) polo style shirts and one (1) 3-in-1 jacket to each employee in the appropriate sizes. Employees in these classifications shall be required to wear the polo shirt while on duty during work hours. On an annual basis, the Probation Department shall replace two (2) polo shirts per employee. Any employee on any type of leave of absence of more than six (6) months, shall not receive the subsequent years' annual replacement of polo shirts.

The Probation Department will provide for the cleaning of each employee's polo shirts.

The County will provide employees covered by this Section with one (1) Probation Department approved uniform jacket (Columbia 3-in-1 jacket) or another comparable jacket if the "Columbia 3-in-1 jacket" becomes unavailable. The uniform jacket will be the only acceptable outerwear worn within JJC and the hood must be removed while in the facility. The uniform jacket will be replaced every three (3) years. When a uniform jacket is replaced, any current uniform jacket shall be returned to the Probation Department prior to receiving a new uniform jacket.

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

## **SECTION 27. AGENCY/DEPARTMENT HEAD**

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

## **SECTION 28. SAVINGS CLAUSE & EFFECT OF LEGALLY MANDATED CHANGES**

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.

In the event that on or after the effective date of this MOU, state, federal or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of the MOU so duplicated, or impinged upon shall be void and of no further effects as of the date the mandated benefit or term and conditions of employment becomes effective, and the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment impacted, as soon as feasible, in order to assure that the state, federal or decisional mandate does not result in an overall increase or decrease of benefits to employees in the area so affected.

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

### **SECTION 29. ENACTMENT**

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

### **SECTION 30. SCOPE OF AGREEMENT**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement.

### **SECTION 31. TERM OF MOU**

The term of the MOU is August 22, 2021 through August 29, 2026.

The provisions of the MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including August 29, 2026.

**SIGNATURE PAGE**

**FOR THE COUNTY**

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Jeff Bailey, WEDA

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Margarita Zamora, Labor Relations Manager

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Rebecca Chen, Labor Relations Analyst

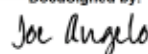
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Ian Long, Deputy Chief Probation Officer

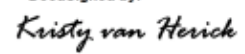
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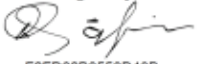
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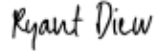
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Joe Angelo, Director  
Human Resource Services

Approved as to Form  
Donna Zeigler, County Counsel

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By: Kristy van Herick  
Assistant County Counsel

**FOR THE UNION**

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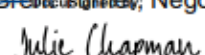
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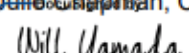
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Jemal Nero, Negotiating Team

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Stephen Roseman, Negotiating Team

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Timothy Fa'aita, Negotiating Team

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Brent Turner, Negotiating Team

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Julie Chapman, Chief Negotiator

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Will Yamada, Attorney

## APPENDIX A

### JOB CLASSIFICATIONS AND SALARIES

Listed herein are those Alameda County job classifications in Representation Units 001 and 076 represented by the Union. The wage rates shown are established by the County Board of Supervisors and are effective on the dates shown.

REP UNIT	JOB CODE	MC	CLASSIFICATION TITLE							
			Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status	
001	6216	NM	Juvenile Institutional Officer							N
			09/20/2020	2636.80	2772.00	2907.20	3055.20	3199.20		
			09/18/2022	2906.40	3055.20	3204.00	3368.00	3526.40		
			09/17/2023	3113.60	3272.80	3432.00	3607.20	3777.60		
			09/15/2024	3207.20	3371.20	3535.20	3715.20	3891.20		
			09/14/2025	3287.20	3455.20	3623.20	3808.00	3988.80		
			08/02/2026	3369.60	3541.60	3713.60	3903.20	4088.80		
001	6214	NM	Juvenile Institutional Officer Associate							N
			09/20/2020	2394.40	2515.20	2644.00	2772.80	2892.80		
			09/18/2022	2639.20	2772.80	2914.40	3056.00	3188.80		
			09/17/2023	2826.40	2970.40	3122.40	3273.60	3416.00		
			09/15/2024	2911.20	3059.20	3216.00	3372.00	3518.40		
			09/14/2025	2984.00	3136.00	3296.80	3456.00	3606.40		
			08/02/2026	3058.40	3214.40	3379.20	3542.40	3696.80		
076	6210N	NM	Juvenile Institutional Officer Intermittent							N
			09/20/2020		27.75	29.16	30.69	31.96		
			09/18/2022		30.59	32.14	33.82	35.23		
			09/17/2023		32.77	34.42	36.23	37.74		
			09/15/2024		33.75	35.45	37.32	38.87		
			09/14/2025		34.59	36.34	38.25	39.84		
			08/02/2026		35.45	37.25	39.21	40.84		
076	6205	NM	Night Group Supervisor, SSA							N
			09/20/2020	1972.80	2069.60	2177.60	2276.00	2394.40		
			09/18/2022	2041.60	2142.40	2253.60	2356.00	2478.40		
			09/17/2023	2112.80	2217.60	2332.80	2438.40	2564.80		
			09/15/2024	2176.00	2284.00	2402.40	2511.20	2641.60		
			09/14/2025	2230.40	2340.80	2462.40	2573.60	2708.00		
			08/02/2026	2286.40	2399.20	2524.00	2637.60	2776.00		
076	6103	NM	Probation Aide							N
			09/20/2020	2358.40	2479.20	2599.20	2730.40	2871.20		
			09/18/2022	2440.80	2565.60	2690.40	2825.60	2972.00		
			09/17/2023	2526.40	2655.20	2784.80	2924.80	3076.00		
			09/15/2024	2602.40	2735.20	2868.00	3012.80	3168.00		
			09/14/2025	2667.20	2803.20	2940.00	3088.00	3247.20		
			08/02/2026	2733.60	2873.60	3013.60	3165.60	3328.00		
076	6990	NM	Transportation Worker							N
			09/20/2020	2108.80	2222.40	2316.80	2427.20	2557.60		
			09/18/2022	2182.40	2300.00	2397.60	2512.00	2647.20		
			09/17/2023	2258.40	2380.80	2481.60	2600.00	2740.00		
			09/15/2024	2326.40	2452.00	2556.00	2678.40	2822.40		

REP UNIT	JOB CODE	MC	CLASSIFICATION TITLE						
			Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status
			09/14/2025	2384.80	2513.60	2620.00	2745.60	2892.80	
			08/02/2026	2444.80	2576.80	2685.60	2814.40	2964.80	
<b>076</b>	<b>6990N</b>	NM	<b>Transportation Worker SAN</b>						N
			09/20/2020					29.29	
			09/18/2022					30.32	
			09/17/2023					31.38	
			09/15/2024					32.32	
			09/14/2025					33.13	
			08/02/2026					33.96	

## **APPENDIX B**

### **DOMESTIC PARTNERS**

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

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

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

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

**APPENDIX C****Chapter 3.48  
EMPLOYMENT DISCRIMINATION  
COMPLAINT PROCEDURES****Sections:**

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

**3.48. 010 Purpose.**

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

**3.48.020 Scope.**

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

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

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

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

**3.48.040 Objectives.**

The objectives of this procedure are: to provide an efficient means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements; to decrease significantly formal complaints which are expensive, time consuming and detrimental to good employee relations; and to sensitize managers and supervisors to the needs of individual

employees or groups and to improve their capability of handling problems before they become complaints. (Prior admin. code 2-18.04)

### **3.48.050 Definitions**

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

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

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

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

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

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

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

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

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

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

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

B. Resolving Formal Complaints.

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



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

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

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

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

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

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

#### **3.48.080 Costs of hearing.**

The cost of the hearing officer or the arbitrator, as well as of any reporter required by the hearing officer or arbitrator, shall be paid by the county. In the event, however, that the aggrieved

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

## **SIDELETTERS OF AGREEMENT TABLE OF CONTENTS**

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

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

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**SLA 02/16/2022  
Union Access to NEO - AB119**

**PROBATION PEACE OFFICERS ASSOCIATION (UNION)  
FOR REPRESENTATION UNITS 001 AND 076  
AND  
THE COUNTY OF ALAMEDA (COUNTY)**

**SIDELETTER OF AGREEMENT  
UNION ACCESS TO NEW EMPLOYEE ORIENTATION  
AB 119**

Currently, the Alameda County Probation Department's Office of Human Resources ("OHR") coordinates a New Employee onboarding meeting with all new hires and for any employees internally promoted. Employees are scheduled to attend this onboarding meeting on their first day of work, typically on the first Monday of the pay period, starting at 8:00 a.m. The onboarding meeting takes place at 1111 Jackson St., in Oakland, CA.

To satisfy the requirements as set forth under Government Code Sections 3555-3559, the County of Alameda ("County") and the Probation Peace Officers Association ("Union") agree to the following:

- 1) The Union President shall be designated as the specific representative who will serve as the point of contact for new employee onboarding related matters. The Union shall be responsible for updating the ACPD's Chief Human Resources Administrator or their designee, in writing, of any changes to the designated point of contact. The Union retained labor relations representative shall be copied on any such communication to and from the Union President.
- 2) Via email, OHR will provide the Union President and the retained labor relations representative with a list of new employee(s) represented by their bargaining unit who are scheduled to attend the upcoming employee onboarding, at least ten (10) calendar days prior to the meeting. A shorter notice may be provided under exigent circumstances, in which case the OHR will provide the information as soon as possible prior to the new employee onboarding meeting date. In this notification, for employees in Representation Unit 001, OHR shall provide the employee's name, classification, assigned Division, work location, work phone number, and personal email address. In the notification, for employees in Representation Unit 076, OHR shall provide the employee's name, classification, assigned Division, work location, work phone number, home address, home telephone number(s) and personal email address. If the County does not have the personal email address on file, this information shall not be provided.
- 3) The Union shall be permitted to make a presentation of up to thirty (30) minutes from 9:00 – 9:30 a.m. to employees represented by their bargaining unit on the morning they are scheduled to attend their onboarding meeting with the OHR. The OHR will provide a separate space for the Union representative to meet with the employee(s) during this timeframe at the 1111 Jackson St., office in Oakland, CA.

If, for any reason, the Union will not be present for a scheduled new employee onboarding presentation, the designated representative shall notify OHR at least five (5) business days prior to the scheduled onboarding session.

The parties agree to amend Sections 4 and 5 of the Union Memorandum of Understanding ("MOU"), as appropriate to allow one (1) designated Union representative to be granted release time, including reasonable release time for travel, to present at the onboarding meeting. The release time shall be included in the current hours allowed under the MOU.

- 4) For employees in Representation Unit 001, the County shall provide a list of the name, classification, department, work location, work telephone numbers, work and personal email address on file with the County as of the pay period containing March 1, June 1, September 1 and December 1 of each year, respectively.

For employees in Representation Unit 076, the County shall provide a list of the name, classification, department, work location, work telephone numbers, home address, home telephone number(s), work and personal email address on file with the County as of the pay period containing March 1, June 1, September 1 and December 1 of each year, respectively.

The combined list shall be provided to the Union by the last Friday of the month in March 1, June 1, September 1 and December 1 of each year, respectively. If the County does not have the personal email address on file, this information shall not be provided.

If for any reason the OHR discontinues the new employee onboarding meeting, either party may request to meet and confer to negotiate new terms under Government Code Section 3555-3559.

**For County:**

DocuSigned by:

5EBF626044F840D...

Date: 2/16/2022

**For Union:**

DocuSigned by:

DE0A373B7FC9476...

Date: 2/16/2022

**SLA 11/17/1997**  
**Badges for Permanent Group Counselors**

**PPOA NEGOTIATIONS**

November 17, 1997

**BADGES FOR PERMANENT GROUP COUNSELORS**

**SIDELETTER OF AGREEMENT**

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

FOR THE COUNTY:

Lee Fennell  
Paul Abel  
Michiko

FOR THE ASSOCIATION:

Norman I. Santos  
Robert D. Morris  
Bettie Snowden  
Dwight Lee Atkins  
June F. Jensen

Date: Nov. 17, 1997

**SLA 12/08/1988**  
**Clarification of Section 3.C.8., No Strike**



MEL KING  
COUNTY ADMINISTRATOR

**COUNTY ADMINISTRATOR**  
1221 OAK STREET • SUITE 995 • OAKLAND, CALIFORNIA 94612 • (415) 272-6984

STEVEN C. SZALAY  
ASSISTANT COUNTY ADMINISTRATOR

**SIDELETTER OF AGREEMENT**

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

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

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

For the County:

Karen A. Schenkman  
Jane Jennings  
Keith Fleming  
\_\_\_\_\_

For the Unions:

James Williams  
Norman J. Santos  
Vicki Bohane  
Dwight L. Atkins  
Phil W. Platt  
B. O. N. e  
\_\_\_\_\_

Entered into this 8th day of December, 1988.

**SLA 08/10/2000  
Employee Discussion Record**

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

**EMPLOYEE DISCUSSION RECORD**

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

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

FOR THE COUNTY:

P. Juan Buchanan  
Vincent Ahl  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE ASSOCIATION:

Darman J. Sinton  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 10 August 2000



# ALAMEDA COUNTY PROBATION DEPARTMENT EMPLOYEE DISCUSSION RECORD

## INSTRUCTIONS

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

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

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

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

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

EMPLOYEE NAME	CLASSIFICATION
REASON FOR DISCUSSION	
DETAILS OF DISCUSSION	
UNDERSTANDING WITH EMPLOYEE REGARDING EFFECT OF ABOVE ON HIS/HER JOB	
DECISION REACHED	
RECORD	
THOSE PRESENT AT DISCUSSION	
EMPLOYEE'S SIGNATURE	DATE
SUPERVISOR'S NAME (PRINT OR TYPE) AND SIGNATURE	DATE

840-081 (1/82)

WHITE-Personnel; CANARY-Employee; PINK-Supervisor

**SLA 10/05/2010  
Health Plan Co-Pay**

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

**HEALTH PLAN COPAY**

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

For the County:

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

For the Probation Peace Officers' Association:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

DATE: 10/5, 2010

**SLA 10/12/1994  
Involuntary Transfer Meet and Confer**

**PROBATION PEACE OFFICERS ASSOCIATION NEGOTIATIONS  
COUNTY COUNTERPROPOSAL  
SIDELETTER OF AGREEMENT**

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

FOR THE COUNTY

FOR PROBATION PEACE  
OFFICERS' ASSOCIATION

Lee Huang  
William Miller  
Michaela  
Robert O'Neil  
Edward J. Smart  
Kathleen Cortlund  
Michael C. Chelentaro  
Dated 10/12/94

Charles G. Fuller  
Darrell M. Bantour  
Samuel Weller  
Jabicia A. Ford  
Dwight Lee Atkins  
\_\_\_\_\_  
Dated 10/12/94

**SLA 10/05/2010**  
**JIO Intermittent Meal Pay**

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

JIO INTERMITTENT MEAL PAY

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

For the County:

Cynthia Barcen  
[Signature]  
NW Liano  
Toma [Signature]  
   
   
   
   
 

For the Probation Peace Officers' Association:

[Signature]  
   
   
   
   
   
   
   
 

DATE: 10/5, 2010

**SLA 03/05/2022  
JIO Intermittent Phase Out**

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


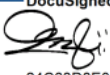
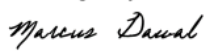
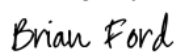
The County of Alameda and the Probation Peace Officers' Association ("PPOA") (or collectively herein, the "Parties") met and conferred on January 5, 2022 and agreed to hold in abeyance the Sideletter of Agreement dated October 5, 2010 regarding the phasing out of the classification of Juvenile Institutional Officer ("JIO") Intermittent (Job Code 6210N) for the duration of the eligible list that will be established from the current recruitment (Exam Number 21-6210N-01).

The Alameda County Probation Department ("ACPD") agrees to continue focusing recruitment efforts on filling the JIO (Job Code 6216) and JIO Associate (Job Code 6214) vacancies and, as such, agrees to add no more than fifteen (15) JIO Intermittent (Job Code 6210N) positions from the current recruitment (Exam Number 21-6210N-01).


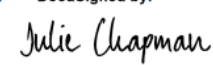
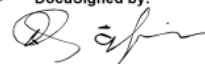
In addition, ACPD agrees to discuss mechanisms (pathways) within the Civil Service process for JIO Intermittents to obtain regular employment with ACPD in the JIO position during the monthly Labor/Management Committee meetings with PPOA.

We have read, understand and agree to the contents of this Agreement on February 25, 2022.

**For the County:**

<small>DocuSigned by:</small> 	3/5/2022
<small>5EBF626044F840D...</small> Jeff Bailey	Date
<b>IEDA</b> <small>DocuSigned by:</small> 	3/5/2022
<small>24669D8E874A48D...</small> Margarita Zamora	Date
<b>Labor Relations Manager</b> <small>DocuSigned by:</small> 	3/5/2022
<small>436902B1EF8A47A...</small> Marcus Dawal	Date
<b>Interim Chief Probation Officer</b> <small>DocuSigned by:</small> 	3/5/2022
<small>709DC87DE7F64D1...</small> Brian Ford	Date
Assistant Chief Probation Officer	

**For the PPOA:**

<small>DocuSigned by:</small> 	3/3/2022
<small>9211F9D3BF9F4BC...</small> Will Yamada	Date
<b>Attorney, PPOA</b> <small>DocuSigned by:</small> 	3/3/2022
<small>DEUA373B7FC9476...</small> Julie Chapman	Date
<b>Consultant, PPOA</b> <small>DocuSigned by:</small> 	3/4/2022
<small>F2FD62D8555D48B...</small> Ibrahiym Safir	Date
President, PPOA	

**SLA 10/05/2010**  
**JIO Intermittent Phase Out**

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

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

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

For the County:

*Cynthia Baron*  
*[Signature]*  
*W. Luciano*  
*James S.*

For the Probation Peace Officers' Association:

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 10/5, 2010

**SLA 10/05/2010**  
**Labor-Management Committee**

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

LAOBOR-MANAGEMENTCOMMITTEE

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

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

**Committee Composition**

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

**Meetings**

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

**Protocol**

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

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

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

**Duration**

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

For the County:

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

For the Probation Peace Officers' Association:

*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*  
*[Signature]*

DATE: 10/5, 2010



**SLA 10/05/2010  
Meal Pay Incorporation**



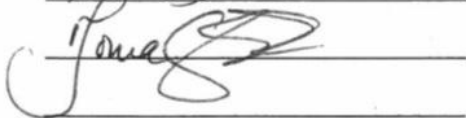
**SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT**

**MEAL PAY**


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

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

For the County:

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Probation Peace Officers' Association:

  
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\_\_\_\_\_  
\_\_\_\_\_

DATE: 10/5, 2010

**SLA 05/06/2003**  
**Orientation for Group Counselor**

SIDELETTER OF AGREEMENT

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

ORIENTATION FOR GROUP COUNSELOR

**GROUP COUNSELORS:**

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

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

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

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

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

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

For the County:

Glen Berkheimer  
Debra A. Ward  
Shirley G. Mather  
Ron Johnson  
\_\_\_\_\_  
Debra W. Liano

DATE: May 6, 2003

For the PPOA:

Levy Dykes  
Vincent Borden  
Lyman Bane  
Wendy Carter  
\_\_\_\_\_

**SLA 09/09/2022  
Retirement Plan Modification Agreement**

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

The County of Alameda ("County") and the Probation Peace Officers' Association ("Union") hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding shall be as follows:

For employees who enter into the Alameda County Employees' Retirement Association ("ACERA") membership prior to October 17, 2010:

The employee shall be enrolled into the 3% at age 50 safety retirement plan (Safety Tier 2B).

For employees who enter into ACERA membership on or after October 17, 2010:

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

For employees who enter into ACERA membership on or after January 1, 2013:

The employee shall be enrolled in the 2.7% at age 57 (Safety Tier 4) safety retirement plan (GC 7522, et seq). New employees must complete a Member Enrollment Questionnaire. However, this will not affect their retirement benefit plan.

General members with an ACERA membership date prior to January 1, 2013, and transfer into a safety position will have the option to choose 3% at age 55 (Safety Tier 2D) or 2% at age 50 (Safety Tier 2C). Employees who do not make an election will be placed in Safety Tier 2C.

New safety members who have incoming reciprocity from another retirement agency and their membership date was prior to January 1, 2013, will have the option to choose 3% at age 55 (Safety Tier 2D) or 2% at age 50 (Safety Tier 2C). Employees who do not make an election will be placed in Safety Tier 2C.

**For County:**

DocuSigned by:

  
5E8F626044F840D...

Date: 9/9/2022

**For Union:**

DocuSigned by:

  
DE0A373B7FC9476...

Date: 9/9/2022

**SLA 06/16/2003  
Safety Coalition Agreements**

**ALAMEDA COUNTY SAFETY COALITION**

**County Settlement Offer**

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

**June 16, 2003**

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

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

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

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

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

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

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

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

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

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

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

4. There shall be no modification to the current tiers.
5. Each safety employee organization MOU shall be extended through 2009. The County and each safety employee organization shall meet separately regarding terms and conditions of their MOU's, which, in addition to Number 3 above, must include:
  - A. The deletion of Admission Day and Columbus Day as holidays and substituting two floating holidays effective 2003.
  - B. The county shall pay the cost of the least expensive health plan beginning 2004. The least expensive health plan shall have a plan benefit structure as the plans currently offered and as may be amended from time to time.
  - C. Each safety employee organization shall be a part of and agree to the agreements reached with the health Care Task Force.
  - D. Beginning January 1, 2004, each safety employee organization shall agree to re-open their respective MOU's in the event that the Alameda County Board of Supervisors determines that countywide fiscal responsibility requires reconsideration of wages set forth in any established memorandum of understanding, said memorandum(a) shall be reopened for the sole purpose of renegotiating wages.
6. There are peripheral issues that must be resolved to reach agreement on the 3% at 50/55 enhanced safety retirement benefits.
7. All of the above items must be resolved by all of the safety employee organizations for implementation of the enhanced safety retirement benefits.
8. Items 3, 5, and 6 above are not applicable to Fire.

For the County:

Keith Fleming  
[Signature]  
Dennis A. Ward  
Paul J. Harris

For the Safety Coalition:

Daomea J. Madigan Jr. DSA  
Vincent Bordon PPOA  
[Signature] Local 556  
[Signature] D.A.  
Dr. Costa President ACHCA  
[Signature] Local 55 ACPPA  
[Signature] PPOA  
[Signature] PPOA  
[Signature] PPOA/OG 3

DATE: 6/16/03

**MINUTE ORDER**

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR 2022**

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

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



**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR 2023**

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

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

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR 2024**

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
=====			
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	
=====			
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 (*)	
=====			
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	

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

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR 2025**

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

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

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR 2026**

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

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