alameda county
Human Resource Services
Our community. Your purpose.

Lakeside Plaza Building
1401 Lakeside Drive, Suite 500
Oakland, CA 94612-4305
TDD: (510) 272-3703

November 26, 2024

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

SUBJECT: ADOPT: 1) ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION ("ACWFIA") MEMORANDUM OF UNDERSTANDING; AND 2) SALARY ORDINANCE AMENDMENTS TO ARTICLE 1, SECTION 1-1, SUBSECTION 1-1.1, AND ARTICLE 7, SECTIONS 7-4 (VACATION SELLBACK) AND 7-10 (CAFETERIA BENEFIT PLAN: AMOUNT OF ALLOCABLE MONEY)

Dear Board Members:

RECOMMENDATIONS:

A. Adopt an Ordinance approving the September 17, 2023 through September 25, 2027 Memorandum of Understanding ("MOU") between the Alameda County Welfare Fraud Investigators Association ("ACWFIA") and the County of Alameda ("County"); and

B. Adopt Salary Ordinance amendments to update:

   i. Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to reflect the negotiated wage increases of the ACWFIA MOU for classifications in Representation Unit 064;

   ii. Article 7, Section 7-4. (Vacation Sellback) by deleting obsolete item G; and

   iii. Article 7, Section 7-10. (Cafeteria Benefit Plan: Amount of Allocable Money) by deleting obsolete subparagraphs and/or references related to ACWFIA.

DISCUSSION/SUMMARY:

The ACWFIA MOU expired as of September 16, 2023; however, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the collective bargaining process. In an effort to reach an agreement on a successor MOU, representatives of the County and representatives of ACWFIA (collectively, the "Parties") held 10 negotiating sessions and three (3) pre-impasse mediation sessions, beginning July 12, 2023. On October 25, 2024, the Parties reached tentative comprehensive agreement on a successor MOU.

As such, staff recommend that your Board adopt an Ordinance approving the September 17, 2023 through September 25, 2027 MOU between the Parties. This new MOU includes the updated provisions as summarized in the attached Summary of Significant Negotiated Terms.

Furthermore, staff recommend updates to the Salary Ordinance as follows: 1) Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to reflect the negotiated wage increases for the classifications in Representation Unit 064; 2) Article 7, Section 7-4. (Vacation Sellback) item G to be deleted as it is obsolete and the provision in said Section is incorporated in the successor MOU; and 3) Article 7, Section 7-10. (Cafeteria Benefit Plan: Amount of Allocable

Money) by deleting obsolete subparagraphs and/or references related to ACWFIA as the provisions are obsolete and the provision in said Section is incorporated in the successor MOU.

SELECTION CRITERIA:

N/A

FINANCING:

Funds are available in the 2024-2025 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

VISION 2026 GOAL:

The recommendations 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:
C47C86C107AA454...
Margarita Zamora, Director
Human Resource Services

cc: CAO
Auditor-Controller
County Counsel
District Attorney

ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION ("ACWFIA")
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
September 17, 2023 through September 25, 2027

<table>
<tr><th>Provision</th><th>Description</th></tr>
<tr><td>Term</td><td>September 17, 2023 through September 25, 2027 (4 years)</td></tr>
<tr><td>Wages</td><td>6% effective 10/27/24; 5% 4/27/25; 4% 4/26/26; 3% 4/25/27</td></tr>
<tr><td>One-Time Payment</td><td>$2,000 effective as soon as administratively feasible after adoption of the MOU by the BOS for ACWFIA-represented employees in active status as of the pay period beginning 1/5/25.</td></tr>
<tr><td>Longevity Pay</td><td>Longevity Pay: 1% at 10- and 1% at 20-years of service ("YOS"), for a total of 2% at 20 YOS, effective the pay period beginning 1/5/25.</td></tr>
<tr><td>ACERA Contribution</td><td>Eliminate Employer-Paid Member Contribution ("EPMC") for ACERA Tier 2A Classic Members effective the pay period beginning 1/5/25.</td></tr>
<tr><td>Health and Welfare</td><td>Effective Plan Year ("PY") 2026:
Increase County Allowance by $400 (from $3,100 to $3,500);
Increase Annual Dental Max by $100 (from $1,550 to $1650);
Eliminate Operating Engineers Local 3 ("OE3") plans; and
Increase Share the Savings ("STS") by $50/month for each tier:
<table>
<tr><th>Tier</th><th>Current Monthly Stipend</th><th>PY 2026 Monthly Stipend</th></tr>
<tr><td>Employees who decline all medical coverage</td><td>$200</td><td>$250</td></tr>
<tr><td>Employees who decline Family coverage and elect Single coverage.</td><td>$150</td><td>$200</td></tr>
<tr><td>Employees who decline Family coverage and elect 2-Party coverage.</td><td>$100</td><td>$150</td></tr>
<tr><td>Employees who decline 2-Party coverage and elect Single coverage.</td><td>$100</td><td>$150</td></tr>
</table></td></tr>
<tr><td>Hours of Work and Overtime</td><td>Exclude Compensatory Time Off ("CTO") from the accumulation of the workweek for overtime calculation effective the pay period beginning 1/5/25.</td></tr>
<tr><td>Educational Stipend</td><td>Establish a Professional Incentive Pool of a maximum of $2,000 per Fiscal Year ("FY") effective FY 2025/2026 to reimburse up to $500 per employee per FY on a first come, first served basis.</td></tr>
<tr><td>Alternative Work Schedule ("AWS")</td><td>Establish a Sideletter of Agreement ("SLA") within 90 days of MOU adoption on establishing an AWS.</td></tr>
<tr><td>Throughout</td><td>Non-substantive cleanup (i.e., remove gendered pronouns, reference to classified service, reference to SSA, etc.) throughout MOU.</td></tr>
</table>

Approved as to Form
DONNA ZIEGLER, County Counsel

By _____
Kristy van Herick, Asst. County Counsel

Ordinance No. 2024-37

AN ORDINANCE APPROVING THE
SEPTEMBER 17, 2023 THROUGH SEPTEMBER 25, 2027 MEMORANDUM OF UNDERSTANDING WITH THE
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION

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

SECTION I

The September 17, 2023 through September 25, 2027 Memorandum of Understanding between the County of Alameda negotiators and the Alameda County Welfare Fraud Investigators Association applicable to employees in Representation Unit 064, is hereby approved and incorporated herein by reference.

SECTION II

This ordinance shall take effect immediately, and before the expiration of fifteen (15) 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 **10th** day of December, **2024**, to wit:

AYES: Supervisors Carson, Haubert, Márquez, Tam & President Miley – **5**

NOES: None

EXCUSED: None

PRESIDENT, BOARD OF SUPERVISORS

File No: **31337**
Agenda No: **24**
Document No: **O-2024-37**

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

Approved as to Form
DONNA ZIEGLER, County Counsel

By _____
Kristy van Herick, Asst. County Counsel

O–2024–38

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2024 – 2025
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 as shown below:

Job Code		Classification Title	Unit Code	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status
8537	CA	Public Assistance Investigator	064	10/27/2024	$3,995.20	$4,096.80	$4,360.80	$4,584.00	$4,784.80	N
8537	CA	Public Assistance Investigator	064	4/27/2025	$4,195.20	$4,301.60	$4,579.20	$4,813.60	$5,024.00	N
8537	CA	Public Assistance Investigator	064	4/26/2026	$4,363.20	$4,473.60	$4,762.40	$5,006.40	$5,224.80	N
8537	CA	Public Assistance Investigator	064	4/25/2027	$4,494.40	$4,608.00	$4,905.60	$5,156.80	$5,381.60	N

SECTION II

Article 7, Section 7-4 (VACATION SELLBACK), Item G of the County of Alameda Salary Ordinance is hereby deleted in its entirety as follows:

~~G. Effective July 1, 2000, an employee represented by ACFWIA, Operating Engineers Local 3, assigned to Representation Unit 064, may receive equivalent cash payment for up to 15 vacation days per fiscal year. This benefit shall be pro-rated for part time employees based upon the proportion of the normal 40 hour work week for which the employee is regularly scheduled to work. In lieu of or in addition to the foregoing, an employee may have accrued vacation credited against his/her transition pay obligation to the County. In addition, employees may sell up to 10 additional days (pro-rated for part time employees) to be used solely for the purchase of Long term Disability Insurance.~~

SECTION III

Article 7, Section 7-10 (CAFETERIA BENEFIT PLAN: AMOUNT OF ALLOCABLE MONEY) of the County of Alameda Salary Ordinance is hereby amended as follows:

Effective January 1, 2001 each full time ACMEA represented employee assigned to Representation Unit R15, R44, R45, R48, R49, or R50 (General Government or Confidential Unit), is eligible for a cafeteria benefit plan in the amount of $1,350 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE, or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any partial pay period prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an ACMEA represented employee (General Government or Confidential Unit) in the representation units

enumerated earlier in this paragraph or to an unrepresented employee who reinstates shall not exceed $1,350 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination. (BOS approved Unrepresented Management deletion 10/10/23)

~~Effective January 1, 2005, each full-time ACWFIA represented employee assigned to Representation Unit 064 is eligible for a cafeteria benefit plan in the amount of $1,500 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE, or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any partial pay period prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an ACWFIA represented employee assigned to Representation 064 who reinstates shall not exceed $1,500 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.~~

Effective January 1, 2003, each full-time ACMEA represented employee assigned to Representation Unit R15, R44, R48, R49 or R50 (General Government or Confidential), is eligible for a cafeteria benefit plan in the amount of $1,500 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to an ACMEA represented employee assigned to Representation Unit R15, R44, R48, R49 or R50 (General Government or Confidential), or unrepresented employee who reinstates shall not exceed $1,500 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination. (BOS approved Unrepresented Management deletion 10/10/23)

Effective December 31, 2006 each ACMEA represented full time employee in Representation Units R15, R44, R45, R48, R49, R50 is eligible for a cafeteria benefit plan in the amount of $2,300 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to unrepresented employee who reinstates shall not exceed $2,300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination. (BOS approved Unrepresented Management and ACMEA Sheriff's Non-Sworn deletion 10/10/23)

~~Effective January 1, 2008, each ACWFIA represented full time employee in Representation Unit 064 is eligible for a cafeteria benefit plan in the amount of $2,300 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, CA, PA, MA, SE, or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The maximum sum available to unrepresented employee who reinstates shall not exceed $2,300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar.~~

Effective January 1, 2010, each ACMEA represented full time employee in Representation Units R15, R44, R45, R48, R49, R50, and Representation Units R53 and R61, is eligible for a cafeteria benefit plan in the amount of $2,600 for the calendar year and effective January 1, 2011 the amount shall be increased to $2,900 for the calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. (BOS approved 5/12/09) (BOS approved 7/21/09) (BOS approved Unrepresented Management deletion 10/10/23)

Effective January 1, 2014, each ACMEA represented full-time employee in Representation Units R15, R44, R45, R48, R49, R50, R53 and R61, is eligible for a cafeteria benefit plan in the amount of $3,000 for the calendar year 2014 and 2015; and effective January 1, 2016 the amount shall be increased to $3100 per calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work.

An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. The Plan will be revised to include Dependent Care Assistance and Adoption Assistance, effective January 1, 2014. (BOS approved 7/16/13) (BOS approved Unrepresented Management deletion 10/10/23)

Effective January 1, 2019, each ACMEA represented full-time employee in Representation Units R15, R44, R45, R48, R49, R50, R53 and R61, is eligible for a cafeteria benefit plan in the amount of $3,300 for the calendar year 2019, 2020 and 2021; and effective January 1, 2022, the amount shall be increased to $3,500 per calendar year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work.

(BOS approved 2/6/18) BOS approved 10/10/23)

Effective January 1, 2019, unrepresented M-designated full-time employees are eligible for a cafeteria benefit plan in the amount of three thousand three hundred dollars ($3,300); and effective January 1, 2022, the cafeteria benefit plan County Allowance amount shall be increased to three thousand five hundred dollars ($3,500). This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work.

An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount of the cafeteria plan benefit based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31 shall not be eligible for plan benefits until the following calendar year. Effective January 1, 2014, the Plan was amended to include Dependent Care Assistance and Adoption Assistance. (BOS approved 3/13/18) (BOS approved amendment 11/26/19)

Effective January 1, 2022, unrepresented non-management full time employees, except for unrepresented Services-as-Needed (SAN); Temporary Assignment Pool (TAP); and Intermittent; are eligible for a cafeteria benefit plan County Allowance in the amount of one thousand two hundred dollars ($1200) for the calendar year. This 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 hours which the employee has been regularly scheduled to work. Employees hired or become eligible after January 1st shall be entitled to a prorated County Allowance amount based upon the number of pay

periods to be worked during the remainder of the calendar year, except that 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 maximum County Allowance amount available to employees who reinstate in the same calendar year shall not exceed $1200 minus the cafeteria benefit plan County Allowance amount received by employees during that same calendar year. (BOS approved 6/18/19) (BOS approved amendment 10/1/19)

SECTION IV

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 **10th** day of December, **2024**, to wit:

AYES: Supervisors Carson, Haubert, Márquez, Tam & President Miley – **5**

NOES: None

EXCUSED: None

PRESIDENT, BOARD OF SUPERVISORS

File No: **31337**
Agenda No: **24**
Document No: **O-2024-38**

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

v:\agenda\forms\resobak.doc

MEMORANDUM
OF
UNDERSTANDING

BETWEEN THE
ALAMEDA COUNTY
WELFARE FRAUD INVESTIGATORS ASSOCIATION
AND
THE COUNTY OF ALAMEDA

September 17, 2023 – September 25, 2027

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2023 - 2027
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS 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 Alameda County Welfare Fraud Investigators Association, affiliated with Operating Engineers Local Union No. 3, hereinafter named as "Association," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period September 17, 2023 – September 25, 2027, for those employees working in the representation unit referred to in Section 1 (Recognition) hereof.

SECTION 1. RECOGNITION

The County recognizes the Association as the exclusive bargaining representative for all full-time, permanent, and probationary employees in Representation Unit 064 in the classification(s) as specifically enumerated in Appendix A of this MOU. On an as-needed basis, representatives of the County and the Association shall meet for the purpose of assigning newly created classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the agency/department head panel as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties to the disagreement. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

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

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, gender expression, sexual orientation, religion, national origin, ancestry, physical/mental disability, medical condition, genetic information, military and veteran status, or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C, which is incorporated by reference to this MOU, and shall be excluded from Section 16. (Grievance Procedure).

2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE. The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C during the term of this agreement, subject to the duty to meet and confer.

2.C. NO DISCRIMINATION BECAUSE OF ASSOCIATION ACTIVITY. Neither County nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Association activity.

SECTION 3. ASSOCIATION SECURITY

3.A. NOTICE OF RECOGNIZED ASSOCIATION. When a person is hired into a classification represented by the Association, the County shall notify such person(s) that the Association is the exclusive recognized bargaining agent for the employees in said representation unit.

The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation unit and the name and address of the Association.

3.B. MAINTENANCE OF MEMBERSHIP. Employees in Representation Unit 064 who are members of the Association on the date upon which this MOU is executed or who become members of the Association during the term of this MOU shall remain members during the term of this MOU except that such employees may withdraw during the month of July of any year pursuant to subsection 3.C. (Payroll Deductions and Payover).

3.C. PAYROLL DEDUCTIONS AND PAYOVER. Upon certification by the Association that an employee has signed an authorization for the deduction of Association membership dues and/or designated fees, the County will deduct the appropriate dues or fees, as established and as may be changed from time to time by the Association, from the employee's pay, and remit such dues or fees to the Association. Employee requests to cancel or change such deductions must be directed to the Association, rather than to the County. Deductions will continue unless the employee mails a written revocation to the Association in accordance with the terms of the authorization form, or absent any such terms, by mailing a written revocation to the Association that is postmarked during the 30-day period immediately prior to the annual anniversary date on which the employee signed the authorization form.

No later than December 1st of each year, the County shall provide to the Association the County's official annual calendar showing paydays for the following year. The Association will provide the County with written notice of each employee deduction 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 Association's notification to the County of the deduction authorization or revocation.

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

demand, suit or other action. With regard to any such claim, demand, suit or other action, the Association shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Association dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. AUTHORIZED REPRESENTATIVES (SHOP STEWARDS) OF THE ASSOCIATION

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

4.B. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE ASSOCIATION. The County recognizes the right of the Association to represent employees in connection with grievances which arise under Section 16. (Grievance Procedure).

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

4.C. SELECTION OF SHOP STEWARDS. The Association shall reserve the right to designate the method of selection of authorized representatives. The Association shall notify the Agency/Department Head in writing of the names of the Association representatives and the units they represent. If a change in Association representatives is made, the Agency/Department Head shall be advised in writing of the Association representative being replaced and the Association representative named to take their place. The number of Association representatives shall be mutually agreed upon and a list of Association representatives shall be submitted to the Agency/Department Head.

4.D. DUTIES AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVE. The following functions are understood to constitute the complete duties and responsibilities of the Association representative.

1. Duties and Time Limits: After obtaining supervisory permission, Association representatives will be permitted to leave their normal work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in investigation of facts, assist in presentation of a grievance or a disciplinary action, or to present at the Employee Benefits Center New Employee Orientation when a new employee is in attendance.

2. Obtain Permission: To obtain permission to investigate a grievance on on-duty time, the Association representative shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The shop steward shall report such time to their supervisor as shop steward leave (payroll code UNI) for timekeeping purposes. The Association representative is permitted to discuss the problem with all employees immediately concerned, and, if

appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by Association representatives as a part of the grievance process. The employee may be represented by an Association representative at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the Association representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Association representative was denied permission.

Shop 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.

4.E. CHANGES IN REPRESENTATIVES OR NUMBER OF ASSOCIATION REPRESENTATIVES. If an Association representative is reassigned which will leave their shift or work location without an Association representative, then the Association shall have the right to appoint a replacement. Should the Association wish to change Association representative during the grievance procedure, it may do so, provided that only one (1) Association representative will be allowed time off from work upon one (1) occasion to investigate the grievance.

4.F. LIMITATION OF TIME OFF. Association representatives shall not be permitted time off from their work assignments for the purpose of conducting general Association business.

SECTION 5. BULLETIN BOARDS; MEETINGS; ACCESS TO EMPLOYEES AND RECORDS

5.A. USE OF BULLETIN BOARDS. Reasonable space shall be allowed on bulletin boards as specified by the Agency/Department Head for use by employees and the Association to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.

5.B. USE OF COUNTY FACILITIES. County facilities may be made available for use by employees and the Association. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this subsection 5.B. (Use of County Facilities) during duty hours may do so only on duly requested and authorized leave time.

5.C. MEETINGS. Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in subsection 5.B. (Use of County Facilities), subsection 5.E. (Association Access to New Employee Orientation) or in Section 16 (Grievance Procedure).

5.D. ACCESS TO RECORDS. An employee shall be permitted to review their own personnel record. Association representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Association representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. The Association's access to employee records shall be for good cause only. Third party reference material shall not be made available.

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

5.E. ASSOCIATION ACCESS TO NEW EMPLOYEE ORIENTATION. The Alameda County Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a county-wide New Employee Orientation ("NEO") for all new employees hired into the County. The NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:30 a.m. – 1:00 p.m.

In accordance with Government Code Sections 3555-3559, the parties agree to the following:

1. Designated Representative: The County shall recognize the designated ACWFIA business representative as the point of contact for NEO related matters. ACWFIA shall be responsible for updating the County, in writing, of any changes to the designated point of contact.

2. EBC NEO Schedule: The County shall provide the ACWFIA-designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. If there are any changes to the scheduled dates, the EBC will notify the ACWFIA-designated representative as soon as possible.

3. NEO Notification and Employee Information: The EBC will provide ACWFIA with a list of new employees, who are represented by their respective bargaining unit and are scheduled to attend the upcoming NEO session. The EBC will also provide ACWFIA with a list of employees who have promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case the EBC will provide the information as soon as possible prior to the NEO date.

4. Presentation Time: ACWFIA shall be permitted to meet separately with newly hired employees represented by their bargaining unit, and make a presentation of up to thirty (30) minutes from 8:15 a.m.–8:45 a.m. The EBC will provide a space for the ACWFIA representative to meet with the employees during this timeframe. Under no circumstances shall the ACWFIA presentation exceed thirty (30) minutes from the EBC designated start time. If for any reason ACWFIA will not be present for a scheduled NEO

presentation, ACWFIA shall notify the County at least ten (10) working days prior to the session.

5. Enrollment Forms: As the custodian of records for ACWFIA Membership, ACWFIA will be responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. Any forms that are submitted directly to the County from an employee shall be forwarded to the applicable employee organization. ACWFIA shall provide to the County a certified list of employees who have authorized a payroll deduction for dues to ACWFIA.

6. Quarterly Bargaining Unit Member List: On a quarterly basis, the County shall provide to ACWFIA with a list, in sortable electronic format, of all existing bargaining unit members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The list shall include the following information to the extent it is in the County's possession: 1) Name; 2) Employee; Identification Number; 3) Classification; 4) Job Code; 5) Union Code Description; 6) Work Address; and 7) Work phone number. Moreover, the County shall also provide the employee's 8) Home Address and Telephone number, and 9) Personal Email Address.

   Additionally, if the County does not have the home and personal cell phone number, or the personal email address on file, this information shall not be provided.

7. Presentation Release Time: ACWFIA representatives, which are limited to the Business Representative, ACWFIA Board Members, and Site Representatives shall conduct the presentations covered under this agreement. Only one (1) ACWFIA member will be granted release time to present at each NEO. Release time requests must be received by the Employee/Labor Relations Division no later than at least three (3) working days before the scheduled NEO.

   Upon request of release time by ACWFIA through the Employee/Labor Relations Division, the Department shall coordinate with the appropriate supervisors of the ACWFIA Representative to allow release time.

8. Request to Cease or Reinstate Participation: If ACWFIA decides to cease participation in the County's General NEO, the designated business representative must notify the EBC at least thirty (30) calendar days prior to the date that ACWFIA is requesting to cease participation. If ACWFIA ceases participation, any section in this Agreement referencing ACWFIA participation in the NEO shall no longer apply.

   If ACWFIA decides to reinstate their participation in the County's General NEO under the provisions of this Agreement, the designated business representative must notify the EBC at least thirty (30) calendar days prior to requesting reinstatement.

SECTION 6. HOURS OF WORK AND OVERTIME

6.A. MAXIMUM HOURS STANDARD. Employees in job classifications covered by this MOU meet the definition of employees assigned in law enforcement activities of Section 553.211 of the Fair Labor Standards Act (FLSA), and therefore qualify for the partial overtime exemption under Section 207(k) (7(k)) of that Act. The 7(k) exemption allows the County to establish a work period other than the seven (7) day work period, 40 maximum hours

standard. The parties agree to establish a maximum hours standard of 80 hours in a 14-day work period. The 14-day work period will coincide with the regular County pay period.

6.B. OVERTIME.

1. How Overtime is Authorized. No employee shall work overtime unless written authorization has been given by the Agency/Department Head or their designee and the overtime work has been entered in departmental records. Records of overtime worked and the written authorization therefor shall be retained in the department for purposes of auditing for a period of three (3) years from the date such overtime is performed.

2. Overtime Work Defined. Overtime work shall be defined as all work performed pursuant to this subsection in excess of the work hours set forth in subsection 6.B.1. of this Agreement. Overtime work shall be kept to a minimum and shall be used only for emergencies or for the performance of those services where there are no other alternatives to the use of overtime.

   Vacation, vacation purchase, paid leave, personal leave, sick leave (all types), holiday, and floating holiday leave shall not count towards the accumulation of the maximum hours standard when calculating overtime compensation. Effective the pay period beginning January 5, 2025, compensatory time off shall also not count towards the accumulation of the workweek.

3. Method of Compensation.

   a. Employees shall be compensated for overtime worked as defined in subsection 6.B.2. at premium overtime pay either in cash or compensatory time off or a combination thereof at the discretion of the Agency/Department Head.

   b. There shall be no overtime payment unless the employee has actually worked over eighty (80) hours in the fourteen (14) day work period, with the exception of holiday leave.

4. When Compensatory Time Off May Be Taken or Paid. The Agency/Department Head shall be the authority to require that employees use their accumulated compensatory time off. The Agency/Department Head must provide the opportunity for the employees to take the time off within twelve (12) calendar months following the month in which it is earned, and to prevent the accumulation of unused compensatory time off in excess of 80 hours. An employee may exceed the 80-hour maximum when an emergency or other unusual circumstance may exist and the Agency/Department has obtained approval of the County Administrator and the Director of Human Resource Services, but in no event to exceed 240 hours. If an employee’s compensatory time off balance is not approved to exceed 80 hours, an employee who has accumulated 80 hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensatory time off balance is reduced below 80 hours. Employees may request specific times as to when such time off shall be taken, but the Agency/Department Head shall determine that the scheduling thereof is consistent with the operating needs of the agency/department.

Compensatory time off due an employee who separates from the County service must be granted to such employee prior to their separation. Unused compensatory time off hours shall be paid out to the employee upon separation, reinstatement, transfer from a regular position to a SAN position, transfer to another agency/department, or prior to appointment from an FLSA non-exempt position to an FLSA exempt position. .

SECTION 7. WAGES

7.A. GENERAL WAGE INCREASE. All classifications covered by this MOU shall receive the following general wage increases:

Effective the pay period beginning October 27, 2024, salaries shall be increased by six percent (6%).

Effective April 27, 2025, salaries shall be increased by five percent (5%).

Effective April 26, 2026, salaries shall be increased by four percent (4%).

Effective April 25, 2027, salaries shall be increased by three percent (3%).

7.B. ONE TIME PAYMENT. Employees covered by this MOU who are in active status as of the pay period beginning January 5, 2025, shall receive a one-time payment of $2,000.

7.C. ACERA CONTRIBUTIONS.

1. Effective May 8, 2005, for those employees who are members of and are required to make an employee contribution to ACERA, the County shall pay a portion of the employee's contribution to ACERA in an amount equal to three percent (3%) of the employee's salary.

   Effective October 26, 2014, employees hired on or after December 9, 2012 and members of ACERA Tier 4 are no longer eligible to receive the 3% retirement pick-up as defined in 7.C. (ACERA Contributions) above.

2. Effective May 8, 2005, for those currently employed employees who are 30-year members of ACERA and do not make contributions to the ACERA because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401(a) plan pursuant to IRC 414(h)(2).

3. The County contribution set forth in 7.C.1. and 7.C.2. above shall be for full-time employees on full-time paid status. If the employee is on paid status less than full-time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full-time pay period for the job classification. Effective the pay period beginning January 5, 2025, the County will no longer pay towards the employer paid member contribution to ACERA as outlined in subsections 7.C.1. or 7.C.2. above.

SECTION 8. PREMIUM CONDITIONS

8.A. BILINGUAL PAY.

1. Positions Designated Bilingual. Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services or designee, an employee occupying a position designated as requiring fluency in a language other than English shall receive an additional fifty-five dollars ($55) per pay period and a person occupying such a position and having fluency in three or more languages shall receive sixty dollars ($60) per pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

2. Bilingual Pay for Services Requested. An employee who has taken and passed a bilingual proficiency test coordinated by Human Resources Services and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated fifty-five dollars ($55) in any pay period in which the employee is directed by the Agency/Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

8.B. LONGEVITY PAY.

1. 10 Years of County Service. Effective the pay period beginning January 5, 2025, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to or at least 20,800 total service hours), shall receive an additional one percent (1%) compensation of the base pay.

2. 20 Years of County Service. Effective the pay period beginning January 5, 2025, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours), shall receive an additional two percent (2%) compensation of the base pay.

SECTION 9. HOLIDAYS AND PAID LEAVE

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

DATE	HOLIDAY KNOWN AS
January 1	New Year's Day
Third Monday in January	Dr. Martin Luther King, Jr. Day
February 12	Lincoln's Birthday
Third Monday in February (observed)	Presidents' Day
Last Monday in May (observed)	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September (observed)	Labor Day
November 11	Veterans Day

DATE	HOLIDAY KNOWN AS
Fourth Thursday in November (observed)	Thanksgiving Day
Fourth Friday in November (observed)	Day After Thanksgiving Day
December 25	Christmas Day

9.B. HOLIDAYS TO BE OBSERVED ON WORKDAYS. In the event that January 1 (New Year's Day), February 12 (Lincoln's Birthday), June 19 (Juneteenth), July 4 (Independence Day), November 11 (Veterans Day) or December 25 (Christmas Day) shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event those holidays listed shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

9.C. FLOATING HOLIDAYS. Each employee hired prior to July 1 of each year shall be entitled to four (4) floating holidays (32 hours for 80-hour per pay period workweek). These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work. 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.D. VALUE OF A HOLIDAY. The value of a holiday which falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The maximum value of a holiday is 8 hours for a classification normally scheduled to work 80 hours per pay period.

9.E. ELIGIBILITY FOR HOLIDAY PAY. To be eligible for holiday pay, an employee must be on paid status on the scheduled workday before and the scheduled workday after the holiday.

9.F. EFFECTS OF LEAVE WITHOUT PAY ON FLOATING HOLIDAYS. Employees who are on leave without pay for the entire pay period containing January 1 will be granted floating holiday hours for that calendar year when they return to work in a paid status during the same calendar year.

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

Each M-designated covered by the provisions of the Fair Labor Standards Act in the Association shall receive three (3) days of paid leave of absence in each calendar year to be scheduled by the employee, subject to the approval of the Agency/Department head, and to be taken only within that calendar year.

An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of two (2.0) hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be

prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

Paid leave shall be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year in which it was granted. The Paid Leave allocation will appear in the leave balances on the first paycheck in the month of January of each year. Days that for any reason are not taken in the calendar year earned shall not thereafter be paid in any form.

SECTION 10. VACATION LEAVE

Employees shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. For all part-time employees, and full-time employees who are on a paid status less than the regularly scheduled hours in a full-time pay period, vacation accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification. Vacation accrual shall begin on the first day of employment.

10.A. VACATION ACCRUAL All employees covered by this MOU 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.

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.

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.

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.

10.B. CASH PAYMENT IN LIEU OF VACATION LEAVE. An employee who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A, for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed the employee's applicable maximum vacation balance as set forth in subsection 10.C. (Limitation on Unused Vacation Leave Balances).

Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will avoid a downward adjustment or to levels that are below their maximum accrual. The

Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will avoid a downward adjustment.

10.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. For all employees covered under this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels that do not exceed their maximum balance, Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees that state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

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

10.D. MAXIMUM VACATION LEAVE. An employee shall be allowed to take one and one-half (1 ½) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. An employee, with the permission of the Agency/Department Head may take vacation in excess of one and one-half (1 ½) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

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

10.F. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.

1. Absence of Three (3) Years or Less: Absence on authorized leave without pay, time that an employee is laid off due to a reduction in force, and time that an employee is temporarily not employed by the County, if followed by reemployment, reinstatement, or return to County service from layoff status within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this subsection.

2. Absence of More than Three (3) Years: A former employee who is absent for more than three (3) years due to authorized leave without pay, a layoff due to a reduction in force, or time that the employee is temporarily not employed by the County, and who is reemployed, reinstated, or returned to County service for a minimum of ten (10)

continuous years, shall have all service worked by the employee deemed continuous service for the purpose of qualifying for 15, 20 or 25 working days' vacation accrual.

The time such employee is absent as provided in subsections 10.F.1. and 10.F.2. shall not count for the purpose of computing the years of continuous employment. Further, it shall be the employee's responsibility to notify the Employee Benefits Center if they believe they are eligible for a recalculation of their vacation leave accrual as provided for in the subsections herein.

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

Vacations will be scheduled by mutual agreement between the Agency/Department Head and the employee. An employee shall be allowed to divide their vacation leave in any calendar year into two (2) segments. The Agency/Department Head, at their discretion, may grant an employee additional segments of vacation.

10.H. PERSONAL LEAVE. An employee shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave.

The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the department. Such personal leave shall be in segments of one-half (1/2) day or more for non-exempt employees as defined by the FLSA.

10.I. RATE OF VACATION PAY. Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A that such employee would have been entitled to receive, including premium pay, while in active service during such vacation period.

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

10.K. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU. Employees who enter a bargaining unit covered by this MOU, who transferred, promoted or came from a County representation unit where the vacation accrual limits are not subject to the provisions outlined in subsection 10.A. above, shall be subject to the provisions outlined in subsection 10.A. above. Notwithstanding the above, upon entry into a bargaining unit covered by this MOU, employee with a vacation balance in excess of two (2) times the accrual rate shall have their excess vacation balance paid in cash and subject to the maximum balance as provided in subsection 10.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into the bargaining unit to allow time for the employee to reduce their balance to levels below their maximum accrual cap. 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 that can be paid for in cash upon termination or to avoid a downward adjustment.

10.M. VACATION PURCHASE PLAN.

1. An employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay periods that purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave and vacation time for all bi-weekly hours or portions thereof coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the bi-weekly pay period that the purchased vacation is utilized and, further, the employee will not accrue vacation or sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards County seniority, hours in step or towards the completion of the probationary period or retirement service credit.

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

        - If the employee uses more than 37.5/40 Vacation Buy hours in a pay period, the employee will be responsible for the entire medical premium.

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

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

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

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

    - Time Reporting – The employee will need to use the time reporting code "VBN" when using Vacation Buy hours.

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

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

2. Only full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and accruing vacation at the two (2) week per year rate and subject to this MOU may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.

a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.

b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.

c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.

d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final 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 that the employee has not yet paid.

    iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.

iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 10.M.2.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 first 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.

i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.

3. The County retains the right to eliminate vacation purchase upon appropriate notice to the Association, and after meeting and conferring if requested, during the term of this MOU.

10.N. VACATION SELLBACK. An employee may receive equivalent cash payment for up to fifteen (15) vacation days per fiscal year. This benefit shall be pro-rated for part-time employees based upon the proportion of the normal 40-hour work week for which the employee is regularly scheduled to work.

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

10.O. CONTINUATION OF SECTION. This Section 10. (Vacation Leave) shall remain in full force and effect notwithstanding the expiration of the other sections of this MOU on the term end date as provided in Section 20. (Scope and Term of Agreement), and unless otherwise agreed to by the County, shall be incorporated into the successor MOU.

SECTION 11. SICK LEAVE

11.A. SICK LEAVE DEFINED. As used in this Section, "sick leave" means leave of absence of an employee for illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee or exposure to contagious disease.

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

11.C. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave for Full-Time Employees. Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (1/2) workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.

2. Accumulation of Sick Leave for Part-Time Employees. Each employee who is regularly scheduled to work less than the full-time 40-hour workweek base shall accrue sick leave pursuant to 11.C.1. above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40-hour workweek.

11.D. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 11.C. (Cumulative Sick Leave Plan), restored to them for use as provided in this subsection.

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

11.E. FAMILY SICK LEAVE. Employees, as defined in subsection 11.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian) of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B 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 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. Effective January 1, 2023, an "immediate family" member also includes a "designated person". The employee shall identify their "designated person" at the time the employee requests the leave. Employees are limited to one (1) "designated person" per 12-month period.

11.F. SICK LEAVE CREDIT AT RETIREMENT. County Employees who are members of the ACERA and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement.

SECTION 12. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

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

2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.

3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.

4. A recipient employee is eligible to receive 180 working days of donated time per employment.

5. Donations shall be made in full-day increments of eight (8) hours and are irrevocable. Employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.

6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.

9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.

10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed one hundred percent (100%) of the employee's gross salary.

SECTION 13. LEAVE OF ABSENCE

13.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 (9) months, except as hereinafter provided.

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

13.C. MILITARY LEAVE. Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to their 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, the employee shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240 working hours for 40 hour/week classes or 225 working hours for 37.5 hour/week classes, during ordered military leave, including necessary travel time. The 240 hour limit reflects the equivalent of 30 eight (8) hour days but is designated in hours to account for alternative work schedules. The 225 hour limit reflects the equivalent of 30 seven and one-half (7.5) hour days but is designated in hours to account for alternative work schedules.

2. During the period specified in subsection 13.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.

3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday leave, had the employee not been on military leave.

4. In no event shall an employee be paid for time the employee would not have been scheduled to work during said military leave.

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

13.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE. The Agency/Department Head may grant an employee a leave of absence without pay from their position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.

13.E. EDUCATIONAL LEAVE. A leave of absence without pay may be granted by the 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.

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

13.J. DISABILITY LEAVE FOR OTHER EMPLOYMENT. Anything in this MOU to the contrary notwithstanding, any person who, because of sickness 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.

13.K. PREGNANCY DISABILITY LEAVE. An employee who is disabled by pregnancy, childbirth, or a related medical condition is entitled to an unpaid, job-protected leave of absence of up to 17 1/3 weeks as determined by the employee's health care provider, in accordance with the Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL) provision. Employees who are approved for PDL will have their accrued sick leave automatically applied and/or supplemented if they are eligible and receiving State Disability Insurance (SDI). If employees exhaust their sick leave, their vacation leave, compensatory time off or other accrued paid leave will automatically be applied to their PDL unless the employee requests, in writing, not to have their other leave balances applied. For an employee who is regularly scheduled to work less than the normal full-time work week for the classification, usage of accrued paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the PDL.

PDL runs concurrently with approved leave under the federal Family and Medical Leave Act (FMLA), if eligible. Reinstatement of an employee returning from PDL or other job-protected leave shall be to the same classification the employee occupied when the 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 a specialization within a classification, to the same specialization. The determination on whether the Agency/Department Head has used their best effort herein shall not be subject to the grievance procedure.

13.L. CHILD BONDING LEAVE. An employee who is a new parent (birth, adoptive or foster placement) is entitled to an unpaid, job-protected leave of absence to bond with a new child of up to 12 weeks, within one (1) year of the qualifying event, in accordance with the California Family Rights Act (CFRA) and FMLA. Child bonding leave taken under CFRA runs concurrently with FMLA, if eligible. The scheduling of child bonding leave (either on CFRA or FMLA) on an intermittent basis shall be a basic minimum duration of two (2) weeks; however, an employee shall be permitted leave of less than two (2) weeks' duration on any two (2) occasions. Any requests for additional occasions of intermittent leave or a reduced work schedule are subject to approval by the employee's Agency/Department Head as allowed by law.

An employee's accrued vacation, compensatory time off or other accrued paid leave will automatically be supplemented during the period of child bonding leave, unless the employee requests, in writing, to not have their other leave balances applied. In the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless otherwise eligible to use it as provided in Section 11 (Sick Leave).

Reinstatement of an employee returning from Child Bonding Leave shall be to the same classification the employee occupied when the 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. The determination on whether the Agency/Department Head has used their best effort herein shall not be subject to the grievance procedure.

13.N. BEREAVEMENT LEAVE. A regularly scheduled employee shall be granted up to five (5) days (40 hours for employees working an 80-hour biweekly work schedule) of leave of absence with pay by the Agency/Department Head because of death in the immediate family. Employees are required to complete the Bereavement Leave Statement within 30-days of the start of the bereavement leave, and the bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. For purposes of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the Appendix B), child of domestic partner, son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parents, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, sister-in-law.

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

13.O. LEAVE FOR REPRODUCTIVE LOSS. Effective January 1, 2024, after 30-days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of 20 days within a 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays. The leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date of the event entitling the employee to such leave. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave is in addition to any other such leave entitlements and must be completed within three (3) months of the end date of the other leave.

For purposes of this subsection 13.O. (Leave for Reproductive Loss), “a reproductive loss” is defined as a:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

To request such leave, employees must complete and submit the “Request for Leave for Reproductive Loss” form to their Agency/Departmental Human Resources Officer/Representative.

13.P. EFFECT OF LEAVE WITHOUT PAY. No benefits or time credit, such as sick leave or vacation leave, shall be earned during the period when an employee is absent on leave without pay, except as required by law or otherwise specified herein this MOU.

SECTION 14. HEALTH AND WELFARE

14.A. MEDICAL PLANS. The County offers Health Maintenance Organization (HMO) medical plan options, and effective February 1, 2022, a Preferred Provider Organization (PPO)/Indemnity medical plan. In lieu of a County-offered plan, employees covered by this MOU may elect coverage through the Operating Engineers Health and Welfare Trust combined medical and dental insurance plan options as an alternate as long as it is available under this MOU, to the extent permitted by that Trust. Alternative plan options listed in subsection 14.A.4. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsections 14.A.1. (Payment of Premiums for County-Offered Medical Plans.) or 14.A.2. (Payment of Premiums for Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Options.) below.

1. Payment of Premiums for County-Offered Medical Plans. For coverage effective February 1, 2022, the County shall contribute eighty-five percent (85%) of the total semi-monthly premium towards the coverage of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan towards the coverage of a PPO/Indemnity plan at the employee's applicable level of enrollment (i.e., Self, Self + 1, Family).

2. Payment of Premiums for Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Options. For coverage effective February 1, 2021, the County shall contribute the dollar equivalent of eighty-five percent (85%) of the total semi-monthly premium, at the employee's applicable level of enrollment, for the lowest cost HMO plan offered through the County toward the semi-monthly premium for the Operating Engineers Health and Welfare Trust plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family), or the semi-monthly premium of the elected Operating Engineer's plan, whichever is lower. Because the Operating Engineers Health and Welfare Trust plan includes dental coverage, the County shall also contribute the dollar equivalent of the semi-monthly premium for the County Delta Dental PPO Plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) toward the semi-monthly premium of the Operating Engineers Health and Welfare Trust plan, or the semi-monthly premium of the elected Operating Engineer's plan, whichever is lower.

3. Proration. The County contribution (in either subsection 14.A.1. or 14.A.2., whichever is applicable) 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.M. (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, provided 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 the entire semi-monthly premium for the benefits and the County will make no contribution.

In addition, because the Operating Engineers Health and Welfare Trust plan includes dental coverage, proration to the County contribution (as outlined in subsection 14.A.2.) will result in a proration of the County contribution towards dental premiums.

4. Duplicate Coverage. This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

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

   - Up to one (1) full family HMO plan.
   - Up to one (1) full family PPO/Indemnity plan.
   - Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan.
   - Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.
   - Up to one (1) full family HMO plan with up to one (1) full family Operating Engineers – Health and Welfare Trust plan or alternative plan.
   - Up to one (1) full family PPO/Indemnity plan with up to one (1) full family Operating Engineers – Health and Welfare Trust plan or alternative plan.
   - Up to one (1) full family Operating Engineers – Health and Welfare Trust plan with up to one (1) full family Operating Engineers Trust alternative plan.

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

5. Effect of Leave Without Pay and Re-Enrollment. Employees on leave without pay (including vacation purchase hours referenced in subsection 10.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly premium is paid shall have their County contribution towards the employee's medical premium prorated as provided in 14.A.3. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan's medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage medical plan during Open Enrollment.

   Failure to pay for premiums will result in a lapse of coverage. Any employees who is on leave without pay, and who loses his or her medical plan coverage for a duration of three (3) months or less, shall be allowed to re-enroll as a continuing member in the same plan under which the employee had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. Such employees will be subject to any deductibles, maximums, and

waiting periods that are applicable to the plan year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

Those employees whose medical plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

6. 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 (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.

7. Open Enrollment. Eligible employees may choose from the medical plans offered by the County or the Operating Engineers Health and Welfare Trust and make benefits election changes during the County's annual Open Enrollment period.

8. Operating Engineers Health and Welfare Trust Plans: Effective Plan Year 2026, Operating Engineers Health and Welfare Trust plans referenced in subsection 14.A. (Medical Plans) will no longer be available.

14.B. DENTAL PLANS. The County offers both a Dental Health Maintenance Organization (DHMO) dental plan and a Preferred Provider Organization (PPO) dental plan options. In lieu of a County-offered plan, employees covered by this MOU may elect coverage through the Operating Engineers Health and Welfare Trust combined medical and dental insurance plan options (available only in combination with the medical plan option, refer to subsection 14.A.2.) as an alternate as long as it is available under this MOU, to the extent permitted by that Trust. Alternative plan options listed in section 14.B.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

1. Payment of Premiums for County-Offered Dental Plans. For coverage effective through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self +1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.M. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not 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.

   Annual Benefits Maximum for County-offered PPO Plan. The maximum annual dental coverage limit shall be $1,550 per plan year. Effective Plan Year 2026, the maximum annual dental coverage limit shall be $1,650.

2. Payment of Premiums for Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Options. This option is only available in combination with the medical plan option offered through the Operating Engineers Health and Welfare Trust, refer to subsection 14.A.2. and 14.A.3 (Proration) for additional information. 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 the entire semi-monthly premium payment for the benefit.

3. Duplicate Coverage. This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26, when both parties are both employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

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

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

4. Effect of Leave Without Pay and Re-Enrollment: Employees on leave without pay (including vacation purchase hours referenced in subsection 10.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly 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. 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 a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within 30 calendar days of the date they return to work. The deductibles, maximums, and waiting period shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Those employees whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within 30 calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate. The effective date of coverage will be based on guidelines established by the County.

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

6. Open Enrollment. Eligible employees may choose from the dental plans offered by the County or the Operating Engineers Health and Welfare Trust and make benefits election changes during the County's annual Open Enrollment period.

7. Operating Engineers Health and Welfare Trust Plans: Effective Plan Year 2026, Operating Engineers Health and Welfare Trust plans referenced in subsection 14.B. (Dental Plans) will no longer be available.

14.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

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

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

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

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

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

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

Tier	Monthly Stipend
Employees who decline all medical coverage.	$200.00
Employees who decline Family coverage and elect Single coverage.	$150.00
Employees who decline Family coverage and elect 2-Party coverage.	$100.00
Employees who decline 2-Party coverage and elect Single coverage.	$100.00

Effective Plan Year 2026, the Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

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

2. Proration: The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.M. (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.M. (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 employment of becoming eligible, the County Allowance will be allocated towards eligible plans as follows, if elected:

- Medical
- Vision

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

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

14.G. COUNTY ALLOWANCE.

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

1. Annual Allowance: The annual County Allowance amount shall be three thousand and one hundred dollars ($3,100). Effective Plan Year 2026, the annual County Allowance amount shall be three thousand and five hundred dollars ($3,500).

2. Proration: The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the 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 based upon the number of pay periods the employee is scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

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

3. Limitation: Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to their County Allowance allocation or Flexible Spending Accounts during the year.

4. Unallocated and/or Unused Funds: Failure by the employee to allocate his or her County Allowance to the eligible benefits noted in subsection 14.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated 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 out as after-tax earnings on a semi-monthly basis.

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

SECTION 15. STATE DISABILITY, VOLUNTARY DISABILITY, AND LIFE INSURANCE

15.A. STATE DISABILITY INSURANCE. Full-time employees represented by the Association are covered by the State Disability Insurance (SDI) program. SDI premiums shall be shared equally by the employee and the County.

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

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

SECTION 16. GRIEVANCE PROCEDURE

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

16.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.

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

1. Step One (1): 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 such supervisor.

2. Step Two (2): If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their choice in this and all succeeding steps of subsection 16.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their

immediate supervisor within seven (7) working days of the date of such informal discussion.

Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head at Step Three (3).

3. Step Three (3): The section head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level at Step Four (4).

4. Step Four (4): The division head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head at Step Five (5).

5. Step Five (5): The Agency/Department Head shall have fifteen (15) working days after holding the grievance hearing for a grievance filed by an individual and twenty (20) working days after holding the grievance hearing of an Association grievance filed pursuant to subsection 16.D. (Association Grievance), in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

16.D. ASSOCIATION GRIEVANCE. The Association may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by this MOU, provided that such right is not made subject to the discretion of the County. Such Association grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.

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

16.F. INFORMAL REVIEW BY DIRECTOR. In the event that the grievance is not resolved at Step Five (5) of subsection 16.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 16.C.

(Departmental Review and Adjustment of Grievances), request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or their designee, shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services, or their designee, shall have twenty (20) working days in which to review and seek adjustment of the grievance.

16.G. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at the informal review hearing of subsection 16.F. (Informal Review by Director) herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Director of Human Resource Services, or their designee, pursuant to said subsection 16.F. (Informal Review by Director), request that the grievance be heard by an arbitrator.

16.H. SELECTION OF ARBITRATOR. The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or their designee and the employee or their representative. If the Director of Human Resource Services or their designee and the employee or their representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services or their designee 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 the arbitrator.

16.I. DUTY OF ARBITRATOR. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment.

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

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

16.L. LIMITATION OF STALE GRIEVANCES. A grievance shall be void unless presented within 60 calendar days from the date upon which the County has allegedly failed to provide a condition of employment or an Association organizational right. This 60-day filing requirement is tolled only in the following applications:

1. Up to 60 days after the County's alleged failure was reasonably discoverable, or,

2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

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

16.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 16.L. (Limitation of Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a 60-day period. The application of this period shall be as follows. The earlier of:

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

2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 16.L.1. and 16.L.2. above.

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

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

16.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 provided that the grievance is timely filed as provided in subsections 16.K. (Effect of Failure of Timely Action) and 16.L. (Limitation of Stale Grievances) hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 17. PROBATIONARY PERIOD

17.A. DEFINED. The probationary period shall be regarded as an integral part of the hiring process. It shall be utilized for the effective adjustment of the probationer, for close observation of the probationer’s performance, and for termination, if such performance does not meet the work standards for the classification or if the probationer’s conduct, moral responsibility, or integrity is found to be unsatisfactory.

17.B. APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD. The following types of appointments are subject to satisfactory completion of a probationary period:

Regular and promotional appointments; Services-as-Needed; reinstatement appointments following resignations; and transfer or voluntary demotion appointments of probationers.

17.C. EXCLUSION OF LIMITED TERM APPOINTMENTS. Time served in a temporary, provisional, or emergency appointment shall not be credited toward the completion of any period of probation and shall not confer upon the appointees any tenure rights.

17.D. WHEN PROBATIONARY PERIOD NOT REQUIRED. A new probationary period is not required for the following types of appointments:

Voluntary demotion appointments of employees with tenure in a classification covered by this MOU from which they are taking a demotion, and reappointment to a lower classification for which they hold tenure after rejection during the probationary period of a higher classification in the same department.

17.E. LENGTH. Original and promotional appointments shall be tentative and subject to a probationary period of 12 months (and a minimum of 2,080 hours) of actual work, exclusive of all leave and light duty and shall be completed within a 24-month period.

17.F. PROBATIONARY PERIOD AND MILITARY LEAVE. Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of 12 months following their return to County service. No provision of this subsection shall be interpreted to preclude the County from establishing a new classification which may require a probationary period of more than 12-months.

17.G. STATUS UPON COMPLETION OF PROBATIONARY PERIOD. An employee who satisfactorily completes the period of probation for the classification to which the employee was regularly appointed, shall be considered to have tenure in the Office of the District Attorney.

17.H. REJECTION. During the probationary period, an employee may be rejected at any time without the right of appeal or hearing in any manner. An employee rejected from a classification to which the employee has been promoted shall be reinstated to the position from which the employee was promoted and had tenured, unless charges are filed and the employee is terminated as provided in Section 18. (Discipline Procedure).

SECTION 18. DISCIPLINE PROCEDURE

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

18.A. GENERAL PROVISION AND ELIGIBILITY. The tenure of every employee covered by this MOU shall be during good behavior and rendering of efficient service. Employees who successfully completed their probationary period as outlined in Section 17. (Probationary Period) and achieved tenure in the classification(s) covered by this MOU may be suspended, demoted, or terminated for just cause as provided below.

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

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

18.C. REPRESENTATION. Any employee facing formal disciplinary action shall have the right to be represented by the Association.

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

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

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

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

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

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

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

SECTION 19. INDEMNIFICATION AND DEFENSE

The Association will defend, indemnify, and hold harmless the County, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including reasonable attorneys' fees actually and necessarily incurred, arising out of any claim or cause of action brought or filed during the term of this MOU to the extent said claim or cause of action seeks to void Section 18. (Discipline Procedure), or any part thereof, so long as Section 18. (Discipline Procedure) remains in effect. The Association's responsibility under this provision shall extend only to claims or causes of action seeking to void Section 18. (Discipline Procedure).

SECTION 20. REDUCTION IN FORCE AND LAYOFF

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

20.B. ORDER OF LAYOFF. When a reduction in force becomes necessary, layoff and demotions in lieu of layoff shall be accomplished in inverse order of total paid service in the classification(s) covered by this MOU. For the purpose of this subsection 20.B. (Order of Layoff), total paid service shall include unpaid leaves of absence taken by the employee pursuant to Voluntary or Mandatory Time Off Programs adopted by the Board of Supervisors in Fiscal Year 1992-93 and 1993-94.

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

20.C. DEMOTION IN LIEU OF LAYOFF. An employee in a classification affected by a reduction in force may, in lieu of layoff, elect to demote to a lower paying classification provided that such employee had held tenure in the lower paying classification. When both the employee demoting and the employee in the lower paying classification have equal total County service, the employee in the lower paying classification would be laid off or demoted first.

Reduction in force or demotion in lieu of layoff in the Office of the District Attorney shall not affect employees in any other County agency/department.

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

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

SECTION 21. PROFESSIONAL INCENTIVE POOL

Effective FY 2025/2026, employees may submit a request for an educational plan, on the appropriate request form provided by the Auditor-Controller's Office, for reimbursement under the Professional Incentive Pool to the Department Head. Requests submitted within the Fiscal Year will be allotted towards the maximum amount per employee, for that Fiscal Year, as well as the total maximum County liability, for that Fiscal Year. Claims for eligible expenses incurred in the prior fiscal year must be submitted to the Auditor's Office for receipt no later than August 1st. After August 1st of each Fiscal Year, the Professional Incentive Pool for the prior Fiscal Year will be closed and claims will no longer be accepted.

Effective Fiscal Year 2025/2026, upon the approval of the 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 up to $500 per employee per fiscal year upon submission of evidence of successful completion of the course. More than one educational plan may be approved in any fiscal year, but in no event shall the stipend exceed $500 per employee per fiscal year. The maximum County liability under this section shall not exceed $2,000 in any fiscal year; except as herein provided. The Parties agree that the remaining pool shall not roll over year to year. Employees shall receive such stipends on a first-come, first-served basis each fiscal year.

SECTION 22. NO STRIKE

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

SECTION 23. SAVINGS CLAUSE

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

SECTION 24. ENACTMENT

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

SECTION 25. SCOPE AND TERM OF MEMORANDUM

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 and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including September 25, 2027, except for Section 10. (Vacation Leave) which shall continue in full effect as provided in subsection 10.O. (Continuation of Section).

SIGNATURE PAGE

For County of Alameda

Signed by: Jeff Bailey 10/28/2024
Jeff Bailey, Chief Negotiator, IEDA

DocuSigned by: 10/28/2024
Michi Yoshii, Interim Labor Relations Manager

DocuSigned by: 10/28/2024
Amy Ho, Labor Relations Analyst

DocuSigned by: Mary Woo 10/28/2024
Mary Woo, Labor Relations Analyst

DocuSigned by: Angela Zhang 10/28/2024
Angela Zhang, Labor Relations Analyst

DocuSigned by: Stephanie Torres 10/28/2024
Stephanie Torres, Labor Relations Analyst

DocuSigned by: Margarita Zamora 10/28/2024
Margarita Zamora, Director, Human Resource Services

Approved as to Form
Donna R. Ziegler, County Counsel

By Signed by: Kristy van Herick 11/10/2024
Kristy van Herick, Assistant County Counsel

For Alameda County Welfare Fraud Investigators Association (ACWFIA):

DocuSigned by: 10/24/2024
Marc Beauchamp, OE3

Signed by: 10/28/2024
Carl Carr, OE3

DocuSigned by: Juan Sanchez 10/28/2024
Juan Sanchez, ACWFIA

Signed by: Thomas Rosenlind 10/28/2024
Thomas Rosenlind, ACWFIA

APPENDIX A. SALARIES BY JOB CLASSIFICATION

Listed herein are all those Alameda County job classifications represented by the Alameda County Welfare Fraud Investigators Association in Representation Unit 064. Salaries are established by the Board of Supervisors and are effective on the dates shown.

Job Code		Title	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	Biweekly Hours	FLSA Status
8537	CA	Public Assistance Investigator							80.0	N
			4/30/2023	$3,768.80	$3,864.80	$4,113.60	$4,324.80	$4,513.60		
			10/27/2024	$3,995.20	$4,096.80	$4,360.80	$4,584.00	$4,784.80		
			4/27/2025	$4,195.20	$4,301.60	$4,579.20	$4,813.60	$5,024.00		
			4/26/2026	$4,363.20	$4,473.60	$4,762.40	$5,006.40	$5,224.80		
			4/25/2027	$4,494.40	$4,608.00	$4,905.60	$5,156.80	$5,381.60		

APPENDIX B. DOMESTIC PARTNER DEFINED

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

a. the two parties reside together and share the common necessities of life;

b. the two parties are: not married to anyone; eighteen (18) years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;

c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;

d. the two parties agree to notify the County if there is a change of circumstances attested to the affidavit;

e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the County or the State of California as described herein, and all other criteria have been met which establishes the domestic partnership.

APPENDIX C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

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

3.48. 010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.

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

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

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

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

attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA ("COUNTY")
AND
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION ("ACWFIA")

ALTERNATIVE WORK SCHEDULE

October 18, 2024

The County and ACWFIA, collectively herein referred to as "the Parties", agree to meet and discuss establishing an alternative work schedule that offers a 9/80 schedule option within 90 days after the adoption of the 2023 – 2027 Memorandum of Understanding between the Parties.

For the County:

Signed by:
Jeff Bailey
Jeff Bailey 10/28/2024
Date

For ACWFIA:

DocuSigned by:
Marc Beauchamp, OE3 10/24/2024
Date

MINUTE ORDER

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
		PRESIDENTS' DAY 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
		JUNETEENTH OBSERVED 06/19/23	
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	
09/17/23	09/30/23	10/13/23	23-21
10/01/23	10/14/23	10/27/23	23-22
10/15/23	10/28/23	11/09/23	23-23
10/29/23	11/11/23	11/22/23	23-24
		VETERANS 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

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
		PRESIDENTS' DAY 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
		JUNETEENTH OBSERVED 06/19/24	
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	
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
10/27/24	11/09/24	11/22/24	24-24
11/10/24	11/23/24	12/06/24	24-25
		VETERANS DAY 11/11/24	
11/24/24	12/07/24	12/20/24	24-26
		THANKSGIVING OBSERVED 11/28/24 AND 11/29/24	

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
		PRESIDENTS' DAY 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
		JUNETEENTH OBSERVED 06/19/25	
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	
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
10/26/25	11/08/25	11/21/25	25-24
11/09/25	11/22/25	12/05/25	25-25
		VETERANS DAY 11/11/25	
11/23/25	12/06/25	12/19/25	25-26
		THANKSGIVING OBSERVED 11/27/25 AND 11/28/25	

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
		PRESIDENTS' DAY 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
		JUNETEENTH 06/19/26	
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	
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
10/25/26	11/07/26	11/20/26	26-24
11/08/26	11/21/26	12/04/26	26-25
		VETERANS 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

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2027

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