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

December 10, 2024

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

SUBJECT: ADOPT: 1) IFPTE, LOCAL 21 FOR REPRESENTATION UNITS S-06 AND S-25 PACE MOU; AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE ARTICLE 1, SECTION 1-1, SUBSECTION 1-1.1; ARTICLE 3, SECTION 3-18 (SOCIAL SERVICES AGENCY) SUBSECTION 3-18.25, AND TO ADD NEW SUBSECTIONS 3-18.48 AND 3-18.49; AND ARTICLE 7, SECTION 7-5. (PAID LEAVE)

Dear Board Members:

**RECOMMENDATIONS:**

A. Adopt an Ordinance approving the June 23, 2024 through July 3, 2027 Memorandum of Understanding ("MOU") between the International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees ("PACE") and the County of Alameda ("County"); and

B. Adopt Salary Ordinance amendments to update:

i. Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to reflect the negotiated wage increases and applicable special salary adjustments of the PACE MOU for classifications in Representation Units S-06 and S-25;

ii. Article 3, Section 3-18 (Social Services Agency), subsection 3-18.25, to increase the compensation for the 24-Hour Shift and After-Hours Shift by sixty dollars ($60.00) and forty dollars ($40.00), respectively, effective January 5, 2025;

iii. Article 3, Section 3-18 (Social Services Agency), to add two (2) new subsections 3-18.48 and 3-18.49, to establish two (2) footnotes of: 1) five percent (5%) of base pay for employees in the classification of Supervising Eligibility Technician ("SET") (Job Code ("JC") 1473), and 2) seven and one-half percent (7.5%) of base pay for employees in the classification of Child Welfare Supervisor ("CWS") (JC 6750), respectively, when said employees are assigned to work specified additional hours beyond their regular 40-hour workweek for a limited pilot period, effective January 5, 2025; and

iv. Article 7, Section 7-5. (Paid Leave) by deleting references related to PACE as the provision in said Section is incorporated in the MOU, including some non-substantive cleanup language.

**DISCUSSION/SUMMARY:**

The PACE MOU expired as of June 22, 2024; 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 PACE (collectively, the "Parties") held 16 negotiating sessions beginning March 7, 2024. On

November 8, 2024, the Parties reached tentative comprehensive agreement on a successor MOU and on November 26, 2024, PACE ratified the comprehensive agreement.

As such, staff recommends that your Board adopt an Ordinance approving the June 23, 2024 through July 3, 2027 MOU between the Parties. This successor MOU includes the updated provisions outlined in the attached Summary of Significant Negotiated Terms.

Furthermore, staff recommends 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 and applicable special salary adjustments for the classifications in Representation Units S-06 and S-25; 2) Article 3, Section 3-18. (Social Services Agency), subsection 3-18.25 to increase the compensation of the 24-Hour Shift and After-Hours Shift when employees in the classification of CWS (JC 6750) are assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage, with the 24-Hour Shift compensated $490 per 24-hour shift and $200 per after-hours shift effective January 5, 2025; 3) add two (2) new subsections to Article 3, Section 3-18, 3-18.48 to establish a footnote of five percent (5%) of base pay, not to exceed two (2) employees in the classification of SET (JC 1473), when assigned to work a shift of four (4) to six (6) hours, beyond their regular 40-hour workweek to supervise staff who are working overtime on Saturdays to complete open/pending applications and renewals, and 3-18.49 to establish a footnote of seven and one-half percent (7.5%) of base pay, not to exceed eight (8) employees in the classification of CWS (JC 6750), when assigned to work eight (8) additional hours beyond their regular 40-hour workweek for the purpose of reviewing and closing open/pending cases, for limited pilot period effective January 5, 2025; and 4) Article 7, Section 7-5. (Paid Leave) items A. and B. to delete reference related to PACE as the provision in said Section is incorporated in the successor MOU, including some non-substantive cleanup language.

**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:
Margarita Zamora
24C63D8E074A48D...
Margarita Zamora, Director
Human Resource Services

cc: CAO
Auditor-Controller
County Counsel
Director, Social Services Agency
Director, Alameda County Health

**IFTPE, Local 21 Representation Units S-06 and S-25 PACE**
**Summary of Significant Negotiated Terms**
**June 23, 2024 through July 3, 2027**

<table>
<tr><th>MOU Section</th><th>Summary of Change</th></tr>
<tr><td>Preamble</td><td>Term: June 23, 2024 through July 3, 2027 (3 years)</td></tr>
<tr><td>6.E. Health and Welfare, Share the Savings</td><td>Effective Plan Year (“PY”) 2026, increase Share the Savings by $50/month for each tier:
<table>
<tr><th>Tier</th><th>Current Monthly Stipend</th><th>2026 Monthly Stipend</th></tr>
<tr><td>Employees who decline all medical coverage</td><td>$250</td><td>$300</td></tr>
<tr><td>Employees who decline Family coverage and elect Single coverage.</td><td>$200</td><td>$250</td></tr>
<tr><td>Employees who decline Family coverage and elect 2-Party coverage.</td><td>$150</td><td>$200</td></tr>
<tr><td>Employees who decline 2-Party coverage and elect Single coverage.</td><td>$150</td><td>$200</td></tr>
</table></td></tr>
<tr><td>7.A Wages</td><td>• 6% effective March 2, 2025<br>• 5% effective March 1, 2026<br>• 4% effective February 28, 2027</td></tr>
<tr><td>7.B. Special Adjustment</td><td>For Child Welfare Supervisor (“CWS”) (JC 6750):<br>• 4% effective March 2, 2025<br>• 1% effective March 1, 2026</td></tr>
<tr><td>8.A. Bilingual Pay</td><td>Effective January 5, 2025, increase Bilingual Pay by $5/pay period for each tier:<br>• One language: $60<br>• Three languages: $65</td></tr>
<tr><td>8.B. Longevity Pay</td><td>Effective January 5, 2025, establish Longevity Pay of:<br>• 1% at 10-years of service<br>• 1% at 20-years of service, for a total of 2% at 20 YOS</td></tr>
<tr><td>9. Educational Stipend</td><td>Effective January 5, 2025, establish a Professional Incentive Pool of:<br>1) Up to $1000 per employee per fiscal year;<br>2) With a maximum County liability not to exceed $20,000 per fiscal year, and<br>3) Unexpended funds, not to exceed $5,000, to carry over to the following fiscal year.</td></tr>
<tr><td>11.J. Personal Leave</td><td>Effective January 5, 2025, increase from two (2) days to three (3) days.</td></tr>
<tr><td>16.D. Reimbursement for Property Damage</td><td>Update language to add clarity and align with County Risk Management Unit’s process of reimbursement for loss/damage of privately owned vehicles.</td></tr>
<tr><td>Side Letter: Travel Meal Reimbursement</td><td>• Allow CWS (JC 6750) who are required to make home visits outside of the County to be reimbursed for food items designated as meals, including snacks purchased in lieu of a meal, and meals purchased at a grocery store.<br>• Within 30 days after PACE’s ratification of the MOU, provide policy on travel meal reimbursement and offer meet and confer to PACE.</td></tr>
<tr><td>Side Letter: Footnote for Additional Work Hours</td><td>Effective January 5, 2025, implement pilot program to provide a footnote of:<br>• 5% for Supervising Edibility Technicians when assigned to work four (4) to six (6) hour shifts on Saturdays, beyond their 40-hour workweek, to supervise staff who are processing pending applications/renewals.<br>• 7.5% for Child Welfare Supervisors when assigned to work eight (8) additional hours per pay period to review/close pending cases.</td></tr>
<tr><td>Throughout</td><td>Non-substantive cleanup (i.e., remove gendered pronouns, spell out numbers) throughout MOU.</td></tr>
</table>

Approved as to Form
DONNA ZIEGLER, County Counsel

By _____
Kristy van Henick, Asst. County Counsel

Ordinance No. O-2024-44

AN ORDINANCE APPROVING THE
JUNE 23, 2024 THROUGH JULY 3, 2027 MEMORANDUM OF UNDERSTANDING
WITH THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
FOR REPRESENTATION UNITS S-06 AND S-25 PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES

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

**SECTION I**

The June 23, 2024 through July 3, 2027 Memorandum of Understanding between the County of Alameda negotiators and the International Federation of Professional and Technical Engineers, Local 21 Professional Association of County Employees applicable to employees in Representation Units S-06 and S-25, 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 **17th** day of December, **2024**, to wit:

**AYES:** Supervisors Carson, Márquez, Tam & President Miley – **4**

**NOES:** None

**EXCUSED:** Supervisor Haubert – **1**

**PRESIDENT, BOARD OF SUPERVISORS**

File No: **31337**
Agenda No: **35**
Document No: **O-2024-44**

I certify that the foregoing is a correct copy of an 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-2024-45

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 | MC | Classification Title | | | | | | FLSA Status |
|---|---|---|---|---|---|---|---|---|
| | | Effective Date | Step 01 | Step 02 | Step 03 | Step 04 | Step 05 | |
| 1473 | SM | Supervising Eligibility Technician | | | | | | X |
| | | 03/03/2024 | 3584.80 | 3751.20 | 3937.60 | 4137.60 | 4345.60 | |
| | | 03/02/2025 | 3800.00 | 3976.00 | 4173.60 | 4385.60 | 4606.40 | |
| | | 03/01/2026 | 3990.40 | 4175.20 | 4382.40 | 4604.80 | 4836.80 | |
| | | 02/28/2027 | 4150.40 | 4342.40 | 4557.60 | 4788.80 | 5030.40 | |
| 1474 | SM | Veterans Service Officer | | | | | | X |
| | | 03/03/2024 | 3688.80 | 3872.80 | 4062.40 | 4260.00 | 4469.60 | |
| | | 03/02/2025 | 3910.40 | 4104.80 | 4306.40 | 4516.00 | 4737.60 | |
| | | 03/01/2026 | 4105.60 | 4310.40 | 4521.60 | 4741.60 | 4974.40 | |
| | | 02/28/2027 | 4269.60 | 4483.20 | 4702.40 | 4931.20 | 5173.60 | |
| 1498 | SM | Patient Services Supervisor | | | | | | X |
| | | 03/03/2024 | 3382.40 | 3543.20 | 3720.80 | 3906.40 | 4107.20 | |
| | | 03/02/2025 | 3585.60 | 3756.00 | 3944.00 | 4140.80 | 4353.60 | |
| | | 03/01/2026 | 3764.80 | 3944.00 | 4141.60 | 4348.00 | 4571.20 | |
| | | 02/28/2027 | 3915.20 | 4101.60 | 4307.20 | 4521.60 | 4754.40 | |
| 6735 | SM | Licensing Evaluator Supervisor | | | | | | X |
| | | 03/03/2024 | 3652.00 | 3821.60 | 4005.60 | 4200.80 | 4396.80 | |
| | | 03/02/2025 | 3871.20 | 4051.20 | 4245.60 | 4452.80 | 4660.80 | |
| | | 03/01/2026 | 4064.80 | 4253.60 | 4457.60 | 4675.20 | 4893.60 | |
| | | 02/28/2027 | 4227.20 | 4424.00 | 4636.00 | 4862.40 | 5089.60 | |
| 6736 | PA | Client Advocate | | | | | | X |
| | | 03/03/2024 | 3774.40 | 3965.60 | 4160.80 | 4368.00 | 4594.40 | |
| | | 03/02/2025 | 4000.80 | 4203.20 | 4410.40 | 4630.40 | 4870.40 | |
| | | 03/01/2026 | 4200.80 | 4413.60 | 4631.20 | 4861.60 | 5113.60 | |
| | | 02/28/2027 | 4368.80 | 4590.40 | 4816.80 | 5056.00 | 5318.40 | |
| 6738 | PA | Appeals Officer | | | | | | X |
| | | 03/03/2024 | 3784.00 | 3976.00 | 4169.60 | 4378.40 | 4604.00 | |
| | | 03/02/2025 | 4011.20 | 4214.40 | 4420.00 | 4640.80 | 4880.00 | |
| | | 03/01/2026 | 4212.00 | 4424.80 | 4640.80 | 4872.80 | 5124.00 | |
| | | 02/28/2027 | 4380.80 | 4601.60 | 4826.40 | 5068.00 | 5328.80 | |
| 6284 | MA | Supervising Child Care Worker | | | | | | X |
| | | 03/03/2024 | 2974.40 | 3118.40 | 3276.00 | 3428.00 | 3605.60 | |
| | | 03/02/2025 | 3152.80 | 3305.60 | 3472.80 | 3633.60 | 3821.60 | |
| | | 03/01/2026 | 3310.40 | 3471.20 | 3646.40 | 3815.20 | 4012.80 | |
| | | 02/28/2027 | 3443.20 | 3610.40 | 3792.00 | 3968.00 | 4173.60 | |
| 6739 | SM | Supervising Appeals Officer | | | | | | X |

| Job Code | MC | Classification Title | | | | | | FLSA Status |
|---|---|---|---|---|---|---|---|---|
| | | Effective Date | Step 01 | Step 02 | Step 03 | Step 04 | Step 05 | |
| | | 03/03/2024 | 4398.40 | 4609.60 | 4830.40 | 5083.20 | 5336.00 | |
| | | 03/02/2025 | 4662.40 | 4886.40 | 5120.00 | 5388.00 | 5656.00 | |
| | | 03/01/2026 | 4895.20 | 5130.40 | 5376.00 | 5657.60 | 5939.20 | |
| | | 02/28/2027 | 5091.20 | 5336.00 | 5591.20 | 5884.00 | 6176.80 | |
| 6750 | MA | Child Welfare Supervisor | | | | | | X |
| | | 03/03/2024 | 4281.60 | 4498.40 | 4713.60 | 4927.20 | 5169.60 | |
| | | 03/02/2025 | 4720.00 | 4958.40 | 5196.80 | 5432.00 | 5699.20 | |
| | | 03/01/2026 | 5005.60 | 5258.40 | 5511.20 | 5760.80 | 6044.00 | |
| | | 02/28/2027 | 5205.60 | 5468.80 | 5732.00 | 5991.20 | 6285.60 | |

## SECTION II

**Article 3, Section 3-18 (Social Services Agency),** of the County of Alameda Salary Ordinance is hereby amended to read as follows:

**3-18.25** – 24-Hour Shift: Employees in Job Code 6750, when assigned to the Emergency Response Unit ("ERU") to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to their regular assignment, shall be compensated as follows:

Effective January 13, 2019: three hundred thirty dollars ($330) per 24-hour shift.
Effective June 1, 2022: four hundred thirty dollars ($430) per 24-hour shift.
Effective January 5, 2025: four hundred ninety dollars ($490) per 24-hour shift.

After-Hours Shift: An after-hours shift shall be defined as a weekday shift during which no less than two-thirds of the hours worked fall between 10:00 p.m. and 8:00 a.m., beginning Monday and ending Saturday morning. Employees in Job Code 6750, when assigned to the ERU to provide coverage for emergency calls in lieu of on-site coverage for an after-hours shift, in addition to their regular assignment, shall be compensated as follows:

Effective January 13, 2019: eight-five dollars ($85) per after-hours shift.
Effective June 1, 2022: one hundred sixty dollars ($160) per after-hours shift.
Effective January 5, 2025: two hundred dollars ($200) per after-hours shift.

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

3-18.48 – Effective January 5, 2025, not to exceed two (2) employees in job code 1473 per week who are each assigned to work at least one (1)-four (4) to six (6) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent (5.0%) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent (5.0%) in any pay period. Assignments for working an additional four (4) to six (6) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six (6) month pilot program ("Pilot") and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.

3-18.49 - Effective January 5, 2025, not to exceed eight (8) employees in job code 6750 who are assigned to work at least eight (8) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to

review and close pending referral cases, shall be compensated an additional seven and one-half percent (7.5%) of the biweekly base pay. This provision is a two (2) month pilot program ("Pilot") and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.

## SECTION III

**Article 7, Section 7-5 (Paid Leave)** of the County of Alameda Salary Ordinance is hereby amended to read as follows:

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, as follows:

A. Exempt M-designated employees. (BOS approved amendment 3/26/19)

1. Each exempt unrepresented employee, who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven days of paid leave of absence in each calendar year in recognition of time worked in excess of the normal County workweek, to be scheduled by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

2. Additionally, each exempt employee represented by the ACMEA in Representation Units R15, R44, R45, R48, R49, and R50; ACMEA in Representation Units 029 &and 075~~; and the Professional Association of County Employees in Representation Units S06 and S25~~, who is an executive, administrative, or professional employee exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven (7) 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. (BOS approved 10/10/23)

3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 4.67 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.

B. Non-exempt M-designated employees. (BOS approved amendment 3/26/19)

1. Each non-exempt unrepresented management employee shall receive three days of paid leave of absence in each calendar year to be scheduled by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

2. Additionally, each non-exempt M-designated employee represented by ACMEA in Representation Units R15, R44, R45, R48, R49, and R50; represented by ACMEA in Representation Unit 029 &and 075~~; represented by the Professional Association of County Employees in Representation Units S06 and S25;~~ and employees represented by the Civil Engineers Management Unit in Representation Unit 030 shall receive three days of paid management leave of absence in each calendar year to be selected by the employee, subject to the approval of the department head, and to be taken only within that calendar year.

3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 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.

## 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 **17th** day of December, **2024**, to wit:

**AYES:** Supervisors Carson, Márquez, Tam & President Miley – **4**

**NOES:** None

**EXCUSED:** Supervisor Haubert – **1**

**PRESIDENT, BOARD OF SUPERVISORS**

File No: **31337**
Agenda No: **35**
Document No: **O-2024-45**

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

**ATTEST:**
Clerk, Board of Supervisors

By: _____
Deputy

# MEMORANDUM OF UNDERSTANDING

Between the

International Federation of Professional and Technical Engineers, Local 21, AFL-CIO

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

and the
County of Alameda

***June 23, 2024 – July 3, 2027***

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# 2024 - 2027
# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE IFPTE, LOCAL 21
# FOR REPRESENTATION UNITS S-06 AND S-25
# PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
# AND THE
# COUNTY OF ALAMEDA

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# 2024 - 2027
# MEMORANDUM OF UNDERSTANDING
# BETWEEN THE
# IFPTE, LOCAL 21
# FOR REPRESENTATION UNITS S-06 and S-25
# PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
# AND THE COUNTY OF ALAMEDA

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THIS MEMORANDUM OF UNDERSTANDING ("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 International Federation of Professional and Technical Engineers, Local 21 for Representation Units S-06 and S-25 Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County for those conditions of employment to be in effect during the period June 23, 2024 through July 3, 2027, for those employees working in the representation units referred to and further described in Section 1. (Recognition), below.

## SECTION 1. RECOGNITION

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

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

## SECTION 2. NO DISCRIMINATION

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

**2.B. NO DISCRIMINATION BECAUSE OF UNION ACTVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.

**2.C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Employment Discrimination Complaint Procedures referenced in Appendix C during the term of this MOU, subject to the duty to meet and confer.

## SECTION 3. UNION SECURITY

**3.A. NOTICE OF RECOGNIZED UNION.** When an employee is hired into a classification represented by the Union, the County shall notify the employee that the Union is the recognized exclusive bargaining agent. The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation units and the name and address of the Union.

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

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

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

required to pay from its own funds Union dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

## SECTION 4. UNION STEWARDS

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

**4.B. ROLE OF THE UNION STEWARD.** The County recognizes the right of the Union to represent employees in connection with grievances that arise under Section 14. (Grievance Procedure).

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

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

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

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

2. **Grievance Investigation and Permission**. To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties

will not be contacted by stewards as a part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the steward to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the steward was denied permission.

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

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

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

**4.E. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If a steward is reassigned which will leave their shift or work location without a steward, the Union shall have the right to appoint a replacement. The Union may change stewards during the grievance procedure, provided that only one (1) steward will be allowed paid time off from work upon one (1) occasion to investigate the grievance.

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

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

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

**5.B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other

than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only when such request has been authorized.

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

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

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

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

**5.E. ACCESS TO NEW EMPLOYEES.**

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

   a. **Employee.** Any employee, whether permanent, temporary, full-time, part-time, or seasonal.

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

2. **NEO.** The County Human Resource Services Employee Benefits Center ("EBC") coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County's policy that NEOs are mandatory for all newly-hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.

a. **Designated Representative.** The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall update the County of any changes to the designated representative.

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

c. **List of New Employees.** The Agency shall provide, via email to the Union's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to start in their position no later than the close of business on the Wednesday preceding the new hire's start date. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining units effective that upcoming pay period. A shorter notice may be provided under mitigating circumstances, in which case the Agency will provide the information as soon as possible prior to the Union orientation date.

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

**3. Union Orientation.** During the first week of the employee's date of hire or date of entry in the bargaining unit(s), new employees shall be released, with reasonable travel time and without loss of compensation, to meet with one (1) Union-designated member and/or staff representative at their worksite for a thirty (30) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with subsection 4.D. (Duties and Responsibilities of the Steward). The orientation shall not occur during a rest or meal break. The Union shall be permitted to reserve a separate room, designated by the Agency, for the orientation, provided one (1) is available. In the event the orientation cannot take place due to scheduling or other unavoidable conflicts during the employee's first week as provided above, the parties will work together to schedule the orientation, which shall take place within ten (10) calendar days of the original meeting date.

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

1. Name

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

## SECTION 6. HEALTH AND WELFARE

**6.A. MEDICAL PLANS.** The County offers Health Maintenance Organization ("HMO") medical plan options and effective February 1, 2022, a Preferred Provider Organization ("PPO") or Indemnity medical plan. Alternative plan options listed in subsection 6.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 6.A.1. (Payment of Premiums) below.

**1. Payment of Premiums**.

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

**2. Proration.** The County contribution in subsection 6.A.1. (Payment of Premiums) shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for their job classification, provided that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly medical premium.

**6.B. DENTAL PLANS.** The County offers both a dental HMO plan and a dental PPO plan. Alternative plan options listed in subsection 6.C.2 (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly

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

**Payment of Premiums.** The County shall pay the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their job classification, the employee will be responsible for paying the total semi-monthly dental premium .

**Plan Year 2024**: Effective Plan Year 2024, the maximum annual dental benefit shall be one thousand nine hundred dollars ($1,900).

## 6.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

1. Subject to Availability. The foregoing County-offered medical and dental plan options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans 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 any such changes. Within seven (7) days after receipt of such notice, the Union may request to meet and confer regarding the impact of any such changes. Such request to meet and confer shall be sent in writing to the County's Labor Relations Manager.

   The parties agree that upon notice to the Union, 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. Within seven (7) days of receiving such notice the Union may request to meet with the County.

   The parties agree that upon notice to the Union, the MOU shall be reopened to discuss possible changes in medical or dental plan design.

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

   a. Medical Plan Coverage. Married County employees or 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 PPO or Indemnity plan.
      - Up to one (1) full family HMO plan.
      - Up to one (1) full family HMO membership with up to one (1) full family PPO or Indemnity plan.

- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

b. Dental Plan Coverage. 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 or Indemnity dental plan together with up to one (1) PPO full family supplemental dental plan.
- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) full family DHMO dental plan.
- Up to one (1) full family DHMO dental plan.
- Up to one (1) full family PPO/Indemnity dental plan.

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

3. **Effect of Leave Without Pay and Re-Enrollment**.

a. Medical Plan. Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 6.A.2. (Proration).

b. Dental Plan. Employees on leave without pay (including vacation purchase hours referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for paying one hundred percent (100%) of the semi-monthly dental premium.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current medical plan or dental plan premiums, or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical or dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical or dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of that Plan Year and may only restore to their prior level of medical or dental plan coverage during Open Enrollment.

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

Any employee whose health 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 any new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

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

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

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

**6.E. SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 6.A. (Medical Plans) and who have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 Dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to proration as outlined in subsection 6.E.2. (Proration).

**1. Tiers and Monthly Stipend**.

a. Effective Plan Year 2023, the County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

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

b. Effective Plan Year 2026, 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. | $300.00 |
| Employees who decline Family coverage and elect Single coverage. | $250.00 |
| Employees who decline Family coverage and elect 2-Party coverage. | $200.00 |
| Employees who decline 2-Party coverage and elect Single coverage. | $200.00 |

**2. Proration.** The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for their job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for their classification will not receive the monthly stipend for that biweekly pay period.

**3. Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours as referenced in subsection 11.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 6.E.2. (Proration).

**6.F. CAFETERIA BENEFIT PLAN.** Employees are eligible to participate in the County's Cafeteria Benefit Plan. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Code ("IRC"), was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRC, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 6.G. (County Allowance) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of employment in the case of a new employee, or if an employee becomes eligible due to an employment status change (i.e., Temporary Assignment Pool employee transfers to or promotes into an eligible classification), the employee may allocate from the employee's salary, on a pre-tax basis, an amount to the Health Care Flexible Spending Account ("FSA"). Except as governed by the County Allowance (subsection 6.G.), no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds and shall not be reimbursed to employees.

**6.G. COUNTY ALLOWANCE.** Employees eligible to participate in the County Allowance for benefits shall continue to receive the County Allowance subject to any amendments/changes that may occur from time to time at the sole discretion of the Board of Supervisors. County Allowance contributions are made on a semi-monthly basis and subject to proration as outlined in subsection 6.G.2. (Proration).

**1. Annual Allowance.**

**Plan Year 2024:** Effective Plan Year 2024, the County Allowance amount shall be three thousand five hundred dollars ($3,500) per calendar year.

2. **Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for their job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one (1) representation group to another shall be entitled to a prorated amount stipulated in subsection 6.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31 shall not be eligible for the County Allowance until the following calendar year.

   The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 6.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

3. **Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, employees may not make any changes to their County Allowance allocation or FSAs during the plan year.

4. **Unallocated and/or Unused Funds.** Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 6.F. (Cafeteria Benefit Plan) within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars ($500), deposited into the employee's Health Care FSA pursuant to the IRC. Unallocated County Allowance funds exceeding five hundred dollars ($500) shall be paid as after-tax earnings on a semi-monthly basis.

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

## SECTION 7. WAGES

### 7.A. WAGES.

Effective March 2, 2025, salaries for all represented classes shall be increased by six percent (6.0%).

Effective March 1, 2026, salaries for all represented classes shall be increased by five percent (5.0%).

Effective February 28, 2027, salaries for all represented classes shall be increased by four percent (4.0%).

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

| Job Code | Classification | Effective March 2, 2025 | Effective March 1, 2026 |
|---|---|---|---|
| 6750 | Child Welfare Supervisor | 4.0% | 1.0% |

## SECTION 8. PREMIUM CONDITIONS

**8.A. BILINGUAL PAY.** Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, effective e August 14, 2016, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional $55 per pay period and the employee occupying such a position and having proficiency in three (3) or more languages shall receive $60 per pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

Effective January 5, 2025, the compensation for an employee occupying a position designated as requiring fluency in a language other than English shall be an additional $60 per pay period and an employee occupying such a position and having proficiency in three (3) or more languages shall receive $65 per pay period, provided that the employee is required to utilize such additional languages in the course of their duties.

**8.B. LONGEVITY PAY.**

1. **10 Years of Service.** Effective 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 (1.0%) compensation applied to all hours in paid status.

2. **20 Years of Service.** Effective 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 one percent (1.0%) compensation, for a total of two percent (2.0%) applied to all hours in paid status.

## SECTION 9. EDUCATIONAL STIPEND

Effective January 5, 2025, upon the approval of the Agency/Department Head of any plan submitted by an employee to engage in job-related educational courses that maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the County shall reimburse up to one thousand dollars ($1,000) per employee per fiscal year upon submission of evidence of successful completion of the course(s). Expenses eligible for reimbursement include tuition and/or registration fees, course related books, and course related training materials. More than one (1) educational plan may be approved in any fiscal year, but in no event shall the stipend exceed one thousand dollars ($1,000) per employee per fiscal year.

The maximum County liability under this section shall not exceed twenty thousand dollars ($20,000) in any fiscal year; except that any unexpended funds, not to exceed a maximum of

five thousand dollars ($5,000), will be carried over to the following fiscal year on a rolling basis. Employees shall receive such stipends on a first come-first served basis each fiscal year.

## SECTION 10. HOLIDAYS AND MANAGEMENT PAID LEAVE

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

| Date Observed | Known As |
|---|---|
| January 1 | New Year's Day |
| Third (3rd) Monday in January | Dr. Martin Luther King, Jr.'s Birthday |
| February 12 | Lincoln's Birthday |
| Third (3rd) Monday in February | Presidents' Day |
| Last Monday in May | Memorial Day |
| June 19 | Juneteenth |
| July 4 | Independence Day |
| First (1st) Monday in September | Labor Day |
| November 11 | Veterans Day |
| Fourth (4th) Thursday in November | Thanksgiving |
| Day after Thanksgiving | Day after Thanksgiving |
| December 25 | Christmas |

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

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

**10.B. FLOATING HOLIDAYS.** Employees hired prior to July 1 of each year shall be entitled to four (4) floating holidays (32 hours). 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 these floating holiday(s) for the calendar year in which they were hired. 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.

**10.C. OBSERVATION ON WORKDAYS.** Employees will observe holidays except:

1. 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), shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday.

2. 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.

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

**10.E. MANAGEMENT PAID LEAVE.** The County 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.

**Exempt M-Designated Employees**. Each employee who is an executive, administrative or professional employee exempt from the overtime provisions of the Fair Labor Standards Act shall receive seven (7) days of paid management leave of absence in each calendar year, to be selected by the employee, subject to the approval of the Agency/Department head, and to be taken only within that calendar year. Days that for any reason are not taken in the calendar year shall not thereafter be paid in any form.

An employee appointed after the start of the calendar year shall receive paid management leave of absence prorated at the rate of 4.67-hours each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid management 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.

**10.F. EFFECT OF LEAVE WITHOUT PAY ON MANAGEMENT PAID LEAVE AND FLOATING HOLIDAYS.** Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use management paid leave and floating holiday hours for that calendar year when they return to paid status during the same calendar year.

## SECTION 11. VACATION LEAVE

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

### 11.A. VACATION ACCRUAL.

1. **For Employees Hired Prior to January 1, 2017**. Each employee in the service of the County hired prior to January 01, 2017, shall accrue vacation leave according to the following schedules:

a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.

b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.

c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.

d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.

2. **For Employees Hired On or After January 1, 2017**. Each person in the service of the County hired on or after January 01, 2017, shall accrue vacation leave as follows:

a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.

b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.

c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.

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

3. **Effective the pay period containing June 22, 2024**, all employees covered by this MOU shall accrue vacation leave as follows:

a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.

b. **Three (3) weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.

c. **Four (4) weeks accrual** - Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of

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

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

## 11.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

**1.** For persons employed prior to January 01, 2017.

a. Employees who accrue vacation leave pursuant to subsection 11.A.1. and who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's maximum accrual as set forth in subsection 11.B.1. (b) or 11.C. (Limitation on Unused Vacation Leave Balances), as applicable.

b. Employees hired prior to January 01, 2017 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level that will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level that will avoid a downward adjustment. Beginning the year 2000, for employees hired prior to January 01, 2017, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year, shall be no more than two (2) times the employee's vacation accrual rate, and shall be as follows:

| Years of Service | Vacation Accrual Rate in Pay Period Prior to January 1 | Maximum Balance in Pay Period Containing January 1 |
|---|---|---|
| 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 |

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

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

hourly rate for each classification as set forth in Appendices A-1 and A-2 for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed an employee's applicable maximum vacation balance as set forth in subsection 11.B.1. (b) or 11.C. (Limitation on Unused Vacation Leave Balances), as applicable.

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

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

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

**11.D. DATE WHEN VACATION ACCRUAL STARTS.** Vacation accrual shall begin on the first day of employment.

**11.E. PREVIOUSLY ACCRUED VACATION EXCEEDING MAXIMUM BALANCE.** As of the pay period containing June 22, 2024, the vacation leave balance of any employee that exceeds the maximum vacation leave balance will be paid in cash.

**11.F. MAXIMUM VACATION LEAVE.** Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. Employees, with approval from their Agency/Department Head may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

**11.G. DEFINITION.** For the purpose of this Section 11. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

**11.H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 11. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section 11. (Vacation Leave), provided, further, that, for purposes of qualifying for 15, 20 or 25 working days' vacation leave, where employees have been employed by the County without interruption for the past 10 years, all service of such employees shall be deemed to have been continuous.

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

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

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

**11.J. PERSONAL LEAVE.** Effective January 5, 2025, employees shall be allowed three (3) days in any calendar year from their regular vacation leave for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the agency/department.

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

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

**11.M. EMPLOYEE ENTRY INTO THE BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter one (1) of the bargaining units on or after August 21, 2022, and who come from a County representation unit where the maximum vacation leave balances are not equivalent to those listed in subsection 11.A.2. or 11.A.3. above shall be subject to those provisions listed in subsection 11.A.2. or 11.A.3. Notwithstanding the above, upon entry into these bargaining units, those that have a vacation leave balance in excess of two (2) times their annual accrual rate shall have until the pay period containing January 1 of the calendar year following their entry to reduce their vacation leave below their applicable maximum balance. Effective the pay period containing January 1 of the calendar following their entry, the vacation leave balance of any employee that still exceeds the applicable maximum balance will be paid in cash for that amount of vacation leave exceeding the applicable maximum balance listed in subsection 11.A.2. or 11.A.3., above. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of such request is to reduce their accrued vacation leave balances to the applicable maximum balance.

**11.N. VACATION PURCHASE PLAN.**

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

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

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

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

d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final paycheck.

e. In the event there is insufficient pay to deduct from the employee's final paycheck, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.

f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future pay warrants to cover the cost of the purchased vacation.

g. In the event that participating employees move between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.

h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:

   i. The County shall cease deductions and no additional days will be allowed for purchase.
   ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.

iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1st pay period of the following year.
v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by paycheck deduction.

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

**2. Effective Calendar Year 2012**, and for any purchased vacation balance used on or after January 8, 2012, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

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

**11.O. VACATION SELLBACK.** Effective July 1, 2014, employees may receive the equivalent cash payment for up to fifteen (15) days per fiscal year. Vacation sellback shall be in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the workweek for which the employee is normally scheduled to work. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary disability insurance policies pursuant to subsection 15.C. (Voluntary Disability Insurance Policies).

## SECTION 12. SICK LEAVE

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

**12.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.

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

**1. Amount and Duration of Payment**:

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

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

b. **Part-time Employees**: subsection 12.C.1.a. above applies to part-time employees on a prorated basis.

**2. When Payments Shall be Denied**. Payments shall not be made pursuant to subsection 12.C.1. to an employee:

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

b. Whose injury or illness has become permanent and stationary;

c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" (QIW);

d. Who is retired on permanent disability and/or disability retirement pension;

e. Who unreasonably refuses to accept modified or other County employment for which the employee is qualified within their medical restrictions;

f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;

g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and/or

h. Whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.

3. **Fringe Benefit Entitlement During Industrial Injury Leave**. Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this MOU at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

4. **Leave for Medical Treatment**. Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:

   a. Treatments are being paid under Workers' Compensation;

   b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;

   c. Leave shall be granted for a maximum eligibility period for up to six (6) months from the date of injury or illness. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

## 12.D. CUMULATIVE SICK LEAVE PLAN.

### 1. Accumulation of Sick Leave.

a. **For Full-Time Employees – 40-Hour Workweek:** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injury or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.

b. **For Part-Time Employees – 40-Hour Workweek Base**: Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to subsection 12.D.1.a above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour workweek base.

**12.E. 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 12.D. (Cumulative Sick Leave Plan), restored to them for use as provided in this Section.

An employee, as defined in subsection 12.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 twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

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

**12.G. FAMILY SICK LEAVE.** Effective January 5, 2025, employees, as defined in subsection 12.B. (Employee Defined), are eligible to use, in each calendar year, up to twelve (12) 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 a:

- Parent (biological, adoptive, step, foster, in-law, or legal guardian) of an employee, or the employee's spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Child (biological, adopted, step, foster, legal ward, or child of a domestic partner as defined in Appendix B (Domestic Partners));
- Grandparent;
- Grandchild;
- Sibling; and
- Any other person sharing the relationship of in loco parentis.

Effective January 1, 2023, immediate family shall include a "designated person". Employees shall identify their "designated person" at the time the leave is requested and are limited to one (1) "designated person" per twelve (12)-month period.

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

## SECTION 13. LEAVES OF ABSENCE

**13.A. PREGNANCY AND CHILD BONDING LEAVE.** An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 12. (Sick Leave). Sick leave must be applied when the employee is medically incapacitated. The scheduling of child bonding leave (either Family Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA")) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the FMLA, California Pregnancy Disability Leave ("PDL"), and CFRA. Disability leave due to pregnancy runs concurrently with FMLA and PDL. Child bonding leave runs concurrently with FMLA and CFRA. Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

**13.B. CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to six (6) months, within one (1) year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and Agency/Department Head as allowed by law.

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless employees are otherwise eligible to use it as provided in Section 12. (Sick Leave). Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

**13.C. BEREAVEMENT LEAVE.** A regularly scheduled employee shall be granted up to five (5) days' leave of absence with pay by the Agency/Department Head because of a death in the immediate family. Employees requesting such leave must complete and submit the

Bereavement Leave Statement within thirty (30) days of the start of the bereavement leave. Bereavement leave shall be completed within three (3) months of the death of the immediate family member. Bereavement leave may be taken in hourly increments.

For purposes of this subsection, "immediate family" means a:

- Parent (biological, adoptive, step, foster, in-law, or legal guardian) of an employee, or the employee's spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Spouse or domestic partner as defined in Appendix B (Domestic Partners);
- Child (biological, adopted, step, foster, legal ward, or child of a domestic partner as defined in Appendix B (Domestic Partners));
- Grandparent;
- Grandchild;
- Sibling;
- Any other person sharing the relationship of in loco parentis; and,
- When living in the household of the employee, a sibling-in-law or child-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 leave.

**13.D. REPRODUCTIVE LOSS LEAVE.** 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 any 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays when taking this leave. The leave may be taken non-consecutively and in single workday increments. The leave must be 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 must be completed within three (3) months of the end date of the other leave. Employees are eligible for reproductive loss leave if they would have been a parent but for one (1) of the losses defined below.

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

To request such leave, employees must complete and submit the "Request for Reproductive Loss Leave" form to their Agency/Departmental Human Resources Officer/Representative. The County shall maintain the confidentiality of any employee requesting leave under this section. Any related information provided shall be maintained as confidential and shall not be disclosed except to HR personnel or legal counsel, as necessary, or as required by law.

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

Eligibility:

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

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

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

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

5. Donations shall be made in full-day increments of eight (8) hours and are irrevocable. Effective January 1, 2000 employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.

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

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

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

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

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

## SECTION 14. GRIEVANCE PROCEDURE

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

**14.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.

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

1. **Step One**: An employee having a grievance shall first informally discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.

2. **Step Two**: If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of this subsection 14.C. and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.

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

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

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

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

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

**14.F. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to subsection 14.C.5., request that the grievance be reviewed by the Director of Human Resource Services or their designated representative. The Director of Human Resource Services or their designated representative shall have twenty (20) working days in which to review and seek adjustment of the grievance.

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

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

**14.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this MOU, a resolution or ordinance of the Board of Supervisors, the Charter, Salary Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.

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

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

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

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

**2.** Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

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

**14.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection 14.L. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period.

The application of this period shall be as follows. The earlier of:

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

**2.** The sixty (60) day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 15.L.1. and 15.L.2., above.

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

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

**14.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the 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 themself or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

**14.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at

the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsections 15.D. (Association Grievance) and 15.E. (Waiver of Appeal Steps) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

## SECTION 15. LIFE AND DISABILITY INSURANCES

### 15.A. LIFE INSURANCE.

1. **Life Insurance**. Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, the County shall provide group like insurance in the amount of $25,000, with said coverage being reduced by thirty-five percent (35%) at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.

2. **Supplemental Life Insurance**. Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document. Employees who purchase their own supplemental life insurance may also purchase life insurance for their spouse/domestic partner and/or dependent children, subject to the EBC guidelines.

**15.B. STATE DISABILITY INSURANCE.** Employees are covered by the State Disability Insurance ("SDI") program. SDI premiums shall be shared equally by the employee and the County.

**15.C. VOLUNTARY DISABILITY INSURANCE POLICIES.** Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 11.O. (Vacation Sellback), or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

## SECTION 16. ALLOWANCE FOR USE OF PRIVATE VEHICLES

**16.A. MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.

**16.B. MINIMUM ALLOWANCE.** An employee who is required by their Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than $10 in that month for the use of their automobile.

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

**16.D. REIMBURSEMENT FOR PROPERTY DAMAGE OR LOSS.** Employees are encouraged to use County vehicles, when available, to conduct County business. An employee's use of a privately owned vehicle to conduct County business must be required or authorized in writing by the Agency/Department Head prior to such use. The privately owned vehicle must be insured per State of California law. The insurance of the privately owned vehicle is primary. Any coverage or benefit provided by the County would be secondary to the privately owned vehicle's insurance. If the privately owned vehicle incurs property damage (either parts of the vehicle or the entire vehicle) or is stolen while the employee is using it on County business, and that damage or theft was not caused due to the negligence of the employee, and the employee and/or owner of the vehicle is unable to recover the cost of the damages from a third party, insurance, or from any other source, the County shall reimburse the cost of damages or loss to the employee and/or owner. The amount the County will pay the employee and/or owner is offset by any amount of money the employee and/or owner receives from a third party, insurance, or any other source, and mileage reimbursement.

The employee and/or owner shall submit proof of damage, loss, or theft (i.e., appropriate police report and/or documentation providing the cost of the damage and written statement describing the loss) to the Agency/Department Head within thirty (30) days of such damage, loss, or theft. The employee and/or owner must fully cooperate with any investigation the County wishes to conduct regarding the incident. Property damage and loss incurred to the privately owned vehicle resulting from missiles or falling objects; fire; explosion or earthquake; windstorm; hail, water or flood; riot or civil commotion; or contact with bird or animal; shall not be compensated under this subsection. There is also no coverage for personal items that are stolen from the vehicle or damaged while in the vehicle if those items were not permanently installed or attached to the vehicle. For a complete list of exclusions, see the Risk Management Unit website.

Damage to the privately owned vehicle that is incurred during the employee's commute to and from their regular, usual and/or assigned work location(s) shall not be covered. Property damage or loss incurred by the privately owned vehicle while parked on the street or at a parking facility serving the employee's regular, usual and/or assigned work location(s) shall also not be compensated under this subsection.

## SECTION 17. NO STRIKE

During the term of this agreement, the Union, its members and representatives agree that it and they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sick-out, withdrawal of services, or refusal to perform customary duties. Failure to comply with this

Section shall result in the termination by the County of the collection of Union membership dues without jeopardy to the County or to employees in classifications represented by the Union.

## SECTION 18. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

## SECTION 19. ENACTMENT

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

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

## SECTION 20. 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 21. TERM OF MEMORANDUM

This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including July 3, 2027.

## SIGNATURE PAGE

### FOR THE COUNTY:

Signed by: Jeff Bailey 5EBF626044F840D... 12/2/2024
Jeff Bailey, Chief Negotiator, IEDA Date

DocuSigned by: C47C86C107AA454... 12/2/2024
Michi Yoshii, Interim Labor Relations Manager Date

DocuSigned by: Mary Woo DD927A8F1B3A459... 12/2/2024
Mary Woo, Labor Relations Analyst Date

DocuSigned by: Stephanie Torres 7773182A25714F8... 12/2/2024
Stephanie Torres, Labor Relations Analyst Date

DocuSigned by: Sharon Moore 8B2BA110E6EE4C9... 12/3/2024
Sharon Moore, Chief Departmental Human Resources Administrator, SSA Date

DocuSigned by: Hannia Casaw-Barnell 5E1C7C62715247D... 12/3/2024
Hannia Casaw-Barnell, Division Director, SSA Date

DocuSigned by: D085C973EEEE47B... 12/3/2024
Denise Robinson, Human Resources Consultant, SSA Date

DocuSigned by: BBA09A5F8EAE4D6... 12/3/2024
Laura Sanders, Departmental Human Resources Manager, ACH

DocuSigned by: Margarita Zamora 24C63D8E074A48D... 12/3/2024
Margarita Zamora, Director Human Resource Services Date

Approved as to form
Donna R. Ziegler, County Counsel
By: Signed by: Kristy van Herick 4E76D2501B6448D... 12/5/2024
Kristy van Herick, Assistant County Counsel Date

### FOR IFPTE LOCAL 21, S-06 & S-25 PACE:

DocuSigned by: Jeff Duritz 197FD671B2AA496... 12/2/2024
Jeff Duritz, Representative/Organizer, IFPTE, Local 21 Date

Signed by: Manuela (Nelly) Ceja 84FD5B2B2C354F6... 12/3/2024
Manuela Ceja, Supervising Appeals Officer Date

Signed by: Jessica Clark CA08E94A954F4E2... 12/2/2024
Jessica Clark, Supervising Eligibility Technician Date

Signed by: Cheryl A. Hare B4092FFC51C14A7... 12/3/2024
Cheryl Hare, Supervising Eligibility Technician Date

Signed by: 8FCA3CAD6747411... 12/3/2024
Elisabeth Morris, Child Welfare Supervisor Date

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

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

| Job Code | MC | Classification Title | | | | | | FLSA Status |
|---|---|---|---|---|---|---|---|---|
| | | Effective Date | Step 01 | Step 02 | Step 03 | Step 04 | Step 05 | |
| **1473** | SM | **Supervising Eligibility Technician** | | | | | | X |
| | | 03/05/2023 | 3463.20 | 3624.00 | 3804.80 | 3997.60 | 4198.40 | |
| | | 03/03/2024 | 3584.80 | 3751.20 | 3937.60 | 4137.60 | 4345.60 | |
| | | 03/02/2025 | 3800.00 | 3976.00 | 4173.60 | 4385.60 | 4606.40 | |
| | | 03/01/2026 | 3990.40 | 4175.20 | 4382.40 | 4604.80 | 4836.80 | |
| | | 02/28/2027 | 4150.40 | 4342.40 | 4557.60 | 4788.80 | 5030.40 | |
| **1474** | SM | **Veterans Service Officer** | | | | | | X |
| | | 03/05/2023 | 3564.00 | 3741.60 | 3924.80 | 4116.00 | 4318.40 | |
| | | 03/03/2024 | 3688.80 | 3872.80 | 4062.40 | 4260.00 | 4469.60 | |
| | | 03/02/2025 | 3910.40 | 4104.80 | 4306.40 | 4516.00 | 4737.60 | |
| | | 03/01/2026 | 4105.60 | 4310.40 | 4521.60 | 4741.60 | 4974.40 | |
| | | 02/28/2027 | 4269.60 | 4483.20 | 4702.40 | 4931.20 | 5173.60 | |
| **1498** | SM | **Patient Services Supervisor** | | | | | | X |
| | | 03/05/2023 | 3268.00 | 3423.20 | 3595.20 | 3774.40 | 3968.00 | |
| | | 03/03/2024 | 3382.40 | 3543.20 | 3720.80 | 3906.40 | 4107.20 | |
| | | 03/02/2025 | 3585.60 | 3756.00 | 3944.00 | 4140.80 | 4353.60 | |
| | | 03/01/2026 | 3764.80 | 3944.00 | 4141.60 | 4348.00 | 4571.20 | |
| | | 02/28/2027 | 3915.20 | 4101.60 | 4307.20 | 4521.60 | 4754.40 | |
| **6735** | SM | **Licensing Evaluator Supervisor** | | | | | | X |
| | | 03/05/2023 | 3528.80 | 3692.00 | 3870.40 | 4058.40 | 4248.00 | |
| | | 03/03/2024 | 3652.00 | 3821.60 | 4005.60 | 4200.80 | 4396.80 | |
| | | 03/02/2025 | 3871.20 | 4051.20 | 4245.60 | 4452.80 | 4660.80 | |
| | | 03/01/2026 | 4064.80 | 4253.60 | 4457.60 | 4675.20 | 4893.60 | |
| | | 02/28/2027 | 4227.20 | 4424.00 | 4636.00 | 4862.40 | 5089.60 | |
| **6736** | PA | **Client Advocate** | | | | | | X |
| | | 03/05/2023 | 3646.40 | 3831.20 | 4020.00 | 4220.00 | 4439.20 | |
| | | 03/03/2024 | 3774.40 | 3965.60 | 4160.80 | 4368.00 | 4594.40 | |
| | | 03/02/2025 | 4000.80 | 4203.20 | 4410.40 | 4630.40 | 4870.40 | |
| | | 03/01/2026 | 4200.80 | 4413.60 | 4631.20 | 4861.60 | 5113.60 | |
| | | 02/28/2027 | 4368.80 | 4590.40 | 4816.80 | 5056.00 | 5318.40 | |
| **6738** | PA | **Appeals Officer** | | | | | | X |
| | | 03/05/2023 | 3656.00 | 3841.60 | 4028.80 | 4230.40 | 4448.00 | |
| | | 03/03/2024 | 3784.00 | 3976.00 | 4169.60 | 4378.40 | 4604.00 | |
| | | 03/02/2025 | 4011.20 | 4214.40 | 4420.00 | 4640.80 | 4880.00 | |
| | | 03/01/2026 | 4212.00 | 4424.80 | 4640.80 | 4872.80 | 5124.00 | |
| | | 02/28/2027 | 4380.80 | 4601.60 | 4826.40 | 5068.00 | 5328.80 | |

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

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

| Job Code | MC | Classification Title | | | | | | FLSA Status |
|---|---|---|---|---|---|---|---|---|
| | | **Effective Date** | **Step 01** | **Step 02** | **Step 03** | **Step 04** | **Step 05** | |
| **6284** | MA | **Supervising Child Care Worker** | | | | | | X |
| | | 03/05/2023 | 2873.60 | 3012.80 | 3165.60 | 3312.00 | 3484.00 | |
| | | 03/03/2024 | 2974.40 | 3118.40 | 3276.00 | 3428.00 | 3605.60 | |
| | | 03/02/2025 | 3152.80 | 3305.60 | 3472.80 | 3633.60 | 3821.60 | |
| | | 03/01/2026 | 3310.40 | 3471.20 | 3646.40 | 3815.20 | 4012.80 | |
| | | 02/28/2027 | 3443.20 | 3610.40 | 3792.00 | 3968.00 | 4173.60 | |
| **6739** | SM | **Supervising Appeals Officer** | | | | | | X |
| | | 03/05/2023 | 4249.60 | 4453.60 | 4667.20 | 4911.20 | 5155.20 | |
| | | 03/03/2024 | 4398.40 | 4609.60 | 4830.40 | 5083.20 | 5336.00 | |
| | | 03/02/2025 | 4662.40 | 4886.40 | 5120.00 | 5388.00 | 5656.00 | |
| | | 03/01/2026 | 4895.20 | 5130.40 | 5376.00 | 5657.60 | 5939.20 | |
| | | 02/28/2027 | 5091.20 | 5336.00 | 5591.20 | 5884.00 | 6176.80 | |
| **6750** | MA | **Child Welfare Supervisor** | | | | | | X |
| | | 03/05/2023 | 4136.80 | 4346.40 | 4554.40 | 4760.80 | 4994.40 | |
| | | 03/03/2024 | 4281.60 | 4498.40 | 4713.60 | 4927.20 | 5169.60 | |
| | | 03/02/2025 | 4720.00 | 4958.40 | 5196.80 | 5432.00 | 5699.20 | |
| | | 03/01/2026 | 5005.60 | 5258.40 | 5511.20 | 5760.80 | 6044.00 | |
| | | 02/28/2027 | 5205.60 | 5468.80 | 5732.00 | 5991.20 | 6285.60 | |

# APPENDIX B. DOMESTIC PARTNERS

## DOMESTIC PARTNER DEFINED

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

**Domestic Partner Defined:**

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

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

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

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

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

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

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

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

# APPENDIX C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

## Chapter 3.48

## EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

**Sections:**

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

### 3.48. 010 Purpose.

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

### 3.48.020 Scope.

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

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

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

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

## 3.48.040 Objectives.

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

## 3.48.050 Definitions.

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

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

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

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

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

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

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

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

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

## 3.48.070 Informal and formal procedures.

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

employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

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

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

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

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

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

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

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

### 3.48.080 Costs of hearing.

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

### 3.48.090 Representation.

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

### 3.48.100 Freedom from reprisal.

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

# SIDELETTERS OF AGREEMENT
# LABOR MANAGEMENT COMMITEE

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

TENTATIVE AGREEMENT TO UNION'S PROPOSAL – WORKSPACE
April 29, 2016

SIDELETTER OF AGREEMENT

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

The parties agree to the following:

1. The Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments. Issues may include, but not limited to, departmental processes and systems, and new program initiatives, workspace design, and moves. Subcommittees may be initialed by mutual agreement.

2. The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet and confer items.

3. The Committee will be comprised of: one SSA Human Resources representative, one business representative of PACE, up to 5 members represented by PACE within SSA, and up to 5 representatives from SSA administration, including the Department Head.

4. The Committee shall meet no less frequently than quarterly.

5. One week prior to the meeting, the PACE Business Representative will send a list of topics to be discussed and a list of attendees to be present to the SSA Human Resources representative. If no agenda items are received from the business representative one week before the meeting, no meeting will be held.

6. Meetings will be one (1) hours in length and may be extended by mutual agreement.

7. The committee shall maintain written agendas and minutes of the meeting.

**For the County of Alameda:**

Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

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

Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

## PACE SPAN OF CONTROL

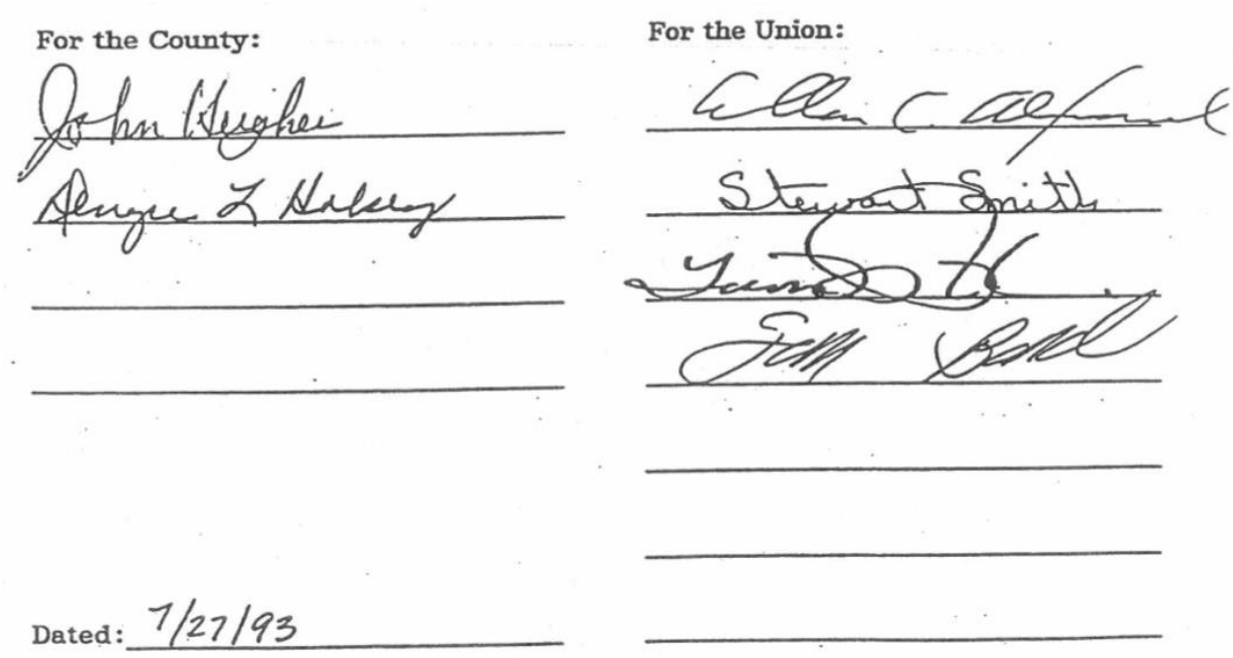
SIDELETTER OF AGREEMENT
PACE SPAN OF CONTROL

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

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

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

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



## RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

SIDELETTER OF AGREEMENT
BETWEEN
PROFESSIONAL ASSOCIATIONOF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

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

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

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

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

FOR THE COUNTY:

FOR PACE:

Date: March 8, 2001

# ALTERNATIVE CHILD CARE ASSISTANCE PROGRAM

LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA
AND
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION, LOCAL 21, UNITS S106 AND S25

November 14, 2011

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

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

Or

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

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

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

## EMPLOYEE ELIGIBILITY:

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

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

## REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of $350.00 per employee, per fiscal year.
2. Reimbursed 90% at a maximum of $80.00 per day, not to exceed $350.00 maximum per employee per fiscal year.

**ENROLLMENT:**

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

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

**CONTINUATION:**

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

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

For the County:

DATE: NOVEMBER 14, 2011

For the Union:

DATE: 11/14/11

**2024 Memorandum of Understanding Negotiations**
**Between the**
**County of Alameda**
**and the**
**IFPTE, Local 21 Units S-06 and S-25 PACE**

**Side Letter of Agreement**

**TRAVEL MEAL REIMBURSEMENT FOR CHILD WELFARE SUPERVISORS**

The Social Services Agency will work with the County of Alameda ("County") Auditor-Controller Agency to ensure that employees in the classification of Child Welfare Supervisor (#6750), who are required in their job duties to make home/site visits outside of the County, receive travel meal reimbursement for:

- food items designated as meals, including snacks purchased in lieu of a meal, and
- meals purchased at a grocery store, including snacks purchased in lieu of a meal.

Itemized receipts are required for home/site visit reimbursement. The amounts for each meal must not exceed the U.S. General Services Administration Meals and Incidentals reimbursement rate for Oakland, CA in effect on the date of purchase.

Travel for Other Purposes:

Travel for other purposes, including conferences and trainings, shall be subject to the terms of the County's Manual of Accounting Policies and Procedures including the following:

- Meal expenses incurred during such travel shall be reimbursed based on the posted U.S. General Services Agency Administration per diem flat rates by location. Meal expenses claimed at the USGSA per diem flat rate must be purchased to be reimbursed and do not require receipts. Meal reimbursements claimed in excess of the USGSA per diem flat rate require (1) itemized receipt, (2) Agency Head approval and a (3) written explanation of the circumstances including why exceeding the USGSA rate was required.

- One (1) meal may be reimbursed on the day of travel if travel time is required on the day before and/or the day after a meeting and when the meal is not included in airfare or training/conference registration fees. For conferences, training, and seminars, the cost of the event, meals, transportation and lodging must be supported by a copy of the program announcement, agenda, and registration form that shows the conference location, dates, times, activities, costs, lodging, or meals included in the registration fee.

- When travel is required for a one-day conference/meeting, normally, only lunch is reimbursed. Individual meals when attending conferences/meetings within the County are generally not reimbursable and never when included in the registration cost.

The County and Union agree that within thirty (30) days after the Union's ratification of the successor Memorandum of Understanding, Human Resource Services will provide the Union with policy language in accordance with the terms above and an offer to meet and confer. Following the meet and confer process, HRS will disseminate a memorandum to SSA management. A copy of the agreed language will also be provided to the Auditor-Controller.

**For the County:**

Signed by:
Jeff Bailey
Jeff Bailey
IEDA
Date: 8/23/2024

**For Local 21/PACE:**

Jeff Duritz
Representative/Organizer
Date: 8/23/24

# 2024 Memorandum of Understanding Negotiations
# Between the
# County of Alameda
# and the
# IFPTE, Local 21 Units S-06 and S-25 PACE

## Side Letter of Agreement

## FOOTNOTES FOR SUPERVISING ELIGIBILITY TECHNICIAN (Job Code ("JC") 1473) AND CHILD WELFARE SUPERVISOR (JC 6750)

The International Federation of Professional and Technical Engineers, Local 21, for Representation Units S-06 and S-25 Professional Association of County Employees and the County of Alameda ("County") [collectively herein, as "the Parties"] have reached this Side Letter of Agreement.

The County will implement two (2) limited-term pilot programs ("Pilot") focused on reducing the open/pending applications/renewals and cases/referrals in the Social Services Agency ("SSA")'s Departments of Workforce and Benefits Administration ("WBA"), and Children and Family Services ("CFS"), respectively. During the Pilot, employees in the classification of Supervising Eligibility Technician (JC 1473) may be assigned on a voluntary basis to work an established four (4) to six (6) additional hours beyond the regular workweek for the purposes of supervising employees who are working overtime on Saturdays to complete open/pending applications and renewals in WBA. Employees in the classification of Child Welfare Supervisor (JC 6750) may be assigned on a voluntary basis to work an established eight (8) additional hours beyond their regular workweek for the purposes of reviewing and closing open/pending cases or referrals in CFS.

**WBA**
SSA will send the Union a report detailing the number of open/pending benefit applications and renewals broken down by public benefit program no later than two (2) weeks prior to the sunset date.

**CFS**
SSA will send the Union a report detailing the number of pending referrals no later than one (1) week prior to the sunset date.

As such, the Parties agree to add a new subsection to the County Salary Ordinance as follows:

> 3-18.48 – Effective January 5, 2025, not to exceed two (2) employees in job code 1473 per week who are each assigned to work at least one (1)-four (4) to six (6) hour shift on Saturdays, over and above their regular 40-hour workweek, to supervise staff who are processing open/pending benefit applications and renewals during their overtime shift, shall be compensated an additional five percent (5.0%) of the biweekly base pay. The maximum additional compensation an employee can receive is five percent (5.0%) in any pay period. Assignments for working an additional four (4) to six (6) hour shift on Saturdays are pre-determined and pre-approved at the discretion of the Director of Social Services or their designee. This provision is a six (6) month pilot program ("Pilot") and will automatically sunset and be deleted from the Salary Ordinance on July 5, 2025 unless such Pilot is extended at the sole discretion of the Director of Social Services.

3-18.49 - Effective January 5, 2025, not to exceed eight (8) employees in job code 6750 who are assigned to work at least eight (8) additional hours per pay period, that are pre-determined, pre-approved, and specifically designated to review and close pending referral cases, shall be compensated an additional seven and one-half percent (7.5%) of the biweekly base pay. This provision is a two (2) month pilot program ("Pilot") and will automatically sunset on March 15, 2025 and be deleted from the Salary Ordinance unless such Pilot is extended at the sole discretion of the Director of Social Services.

**For the County:**

Signed by:
Jeff Bailey
5FBE826044E840D

Jeff Bailey
IEDA
Date: 11/8/2024

**For Local 21/PACE:**

Jeff Duritz
Representative/Organizer
Date: 11/8/24

# MINUTE ORDER

# COUNTY OF ALAMEDA PAY PERIOD CALENDARS 2024 – 2027

## PAY PERIOD 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* | |

## PAY PERIOD 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* | |

# PAY PERIOD 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 |

# PAY PERIOD 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 |