

MEMORANDUM
OF
UNDERSTANDING

ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION
(GENERAL GOVERNMENT UNIT)

AND

THE COUNTY OF ALAMEDA



January 1, 2006 – December 28, 2008

**2006-2008
MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(GENERAL GOVERNMENT UNIT)
AND
THE COUNTY OF ALAMEDA**

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(GENERAL GOVERNMENT UNIT)
AND
THE COUNTY OF ALAMEDA

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "COUNTY", and the Alameda County Management Employees Association, a non-profit mutual benefit corporation affiliated with OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereafter designated as "ASSOCIATION," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period January 1, 2006 through December 28, 2008 for those employees working in representation unit referred to in Section 1. hereof.

SECTION 1. RECOGNITION

The County recognizes the Association as the exclusive bargaining representative for the following employees:

All full-time and part-time employees in classifications included in Bargaining Units R15, R44, R45, R48 and R49 (General Government Unit) as specifically enumerated in Appendix "A" attached hereto;

The County shall recognize the Association as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of duties now included within the above-referenced classifications. On an as-needed basis, representatives of the County and Association shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In the case of a disagreement, the department head panel, as set forth in Section 2.13.05 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties of the disagreement. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties of the disagreement.

SECTION 2. NO DISCRIMINATION

No person in the classified service shall be reduced, or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation and to the extent prohibited by law, no person shall be discriminated against because of age, sex, disability as defined by state and federal law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix E, which is incorporated by reference to this Memorandum of Understanding.

A. **NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY**

Neither County nor Association shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Association activity.

SECTION 3. ASSOCIATION SECURITY

- A. **NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by the Association, the County shall notify such person(s) that the Association is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Association for the sole purpose of joining the Association and effecting payroll dues deductions.
- B. **NOTICE TO RECOGNIZED ASSOCIATION.** The County shall post within the employee work or rest area a notice which sets forth the classifications within each representation unit referred to in Section 1. hereof and the name and address of the Association. The County shall also give a written notice to the Association containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.
- C. **MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1. hereof who are members of the Association on the date upon which this Memorandum of Understanding is executed or who become members of the Association during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.
- D. **REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for Association dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the Auditor-Controller setting forth his/her desire to revoke said authorization. The Auditor-Controller shall promptly forward a copy of said letter to the Association. No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to the Association. To be considered, a letter shall be received by the Auditor-Controller within the month of July as specified in subsection C.

Failure to timely notify the Auditor-Controller shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the Agency/Department to a place or person designated by the Auditor-Controller and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt by the County of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.

- E. **PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Association dues from employees' pay in represented classes in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the units to which employees are assigned.
- F. **HOLD HARMLESS.** Association shall indemnify and hold the County and Auditor-Controller harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved Association insurance programs, or from complying with any demand for termination hereunder.

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

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Agency/Department Heads for use by the Association to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- B. **JOB CONTACTS.** Any authorized representative of the Association shall have the right to contact individual employees working within the representation units represented by their organization in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Agency/Department Head who shall grant permission for such contact if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Agency/Department Head shall have the right to make other arrangements for a contact location removed from the work area. Spontaneous arrivals during business hours at County facilities of Association representatives for the purpose of contacting individual employees without prior approval of the Agency/Department Head will not be allowed. If they do occur, meetings will not take place.

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

- C. **MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 16. hereof. The Agency/Department Head may, upon 48 hours prior notice, allow meetings of a representative of the Association and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Association business.

SECTION 5. EMPLOYEE REPRESENTATIVES OF THE ASSOCIATION

- A. Employee representatives of the Association's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of the Association's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Memorandum of Understanding for review of grievances and contract compliance questions.
- B. **LIMITATION OF TIME OFF.** Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general Association business.

SECTION 6. HOURS OF WORK AND REST PERIODS

- A. **HOURS OF WORK.** Hours of work in the normal workday shall be 8 hours; the normal workweek shall consist of 40 hours for all employees covered by this Memorandum of Understanding.
- B. **REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his/her right to said rest period and any right or compensation therefor. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- C. **REQUIRED EQUIPMENT.** Employees are expected to be at their individual work stations with required equipment in operable condition at the scheduled shift starting time.

SECTION 7. HOLIDAYS

- A. **HOLIDAYS DEFINED**

Paid holidays shall be:

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

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

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

- B. **FLOATING HOLIDAY.** Effective January 1, 2003, each employee hired prior to July 1 of each year shall be entitled to four floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. The first four full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holidays. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.
- C. **NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 7.d, hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.
- D. **HOLIDAYS TO BE OBSERVED ON WORK DAYS.**

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

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

- E. **HOLIDAYS FOR COURT ASSIGNED STAFF.** For employees assigned to work Court holidays, in the event that the total number of judicial holidays in any fiscal year is less than the number of County holidays, as specified in Section 7.A., these employees shall be entitled to as many in-lieu holidays as is necessary to make a number of holidays equal to the number of holidays specified in Section 7.A. An in-lieu holiday must be scheduled by mutual agreement of the employee and the Agency/Department Head, and taken within the fiscal year, except the Agency/Department may in writing authorize the in-lieu holiday to be carried over for one fiscal year only.

SECTION 8. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. Medical Plan Coverage for Full-Time Employees

- a. For coverage from February 1, 2006 through the remainder of the term of this Memorandum of Understanding, the County shall contribute the total monthly premium of the lowest cost Health Maintenance Organization (HMO) Plan offered by the County at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family) in a Plan Year. The County will offer a comprehensive group Medical Plan for an HMO or PPO/Indemnity Medical Plan option for eligible full-time employees, as well as their eligible dependents.
- b. The County contribution shall be the total monthly premium of the lowest cost HMO plan for eligible, full-time employees. If an employee is on paid status, on less than a full-time basis, the County contribution shall be as specified in 8.A.2.
- c. The County shall provide the following Medical Plan options:
 1. PPO/Indemnity Option
 2. Kaiser Health Maintenance Organization (HMO)
 3. At least one HMO option other than Kaiser.
 4. Operating Engineers Health and Welfare Trust

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

2. **Medical Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week.** Any employee who is regularly scheduled to work **less than the normal work** week for the job classification shall be entitled to elect coverage under either the comprehensive group Medical Plan by a Health Maintenance Organization or one of the PPO/Indemnity options as provided in Section 8.A for full time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The County's contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the normal full-time biweekly schedule for the job classification, who were on the County payroll for the pay period beginning April 1, 1979, and who

received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in **part time** service, (2) a break in Medical Plan coverage, (3) a change to full-time service from **part-time** service even if the employee reverts to **part-time** service, whichever shall first occur, but in no event shall said contribution exceed the County contribution for coverage of full-time employees in comparable classes.

3. **Duplicative Coverage:** This section applies to married County employees or employees with domestic partners when both are employed by the County. The intent of this Section limits County employees who are married or in a domestic partnership from both covering each other within the same Medical Plan. Married County employees or employees with a domestic partner, (as defined in the appendices) both employed by the County, shall be entitled to one choice from the following list of Medical Plan coverages:
 - a. Up to one full family Indemnity PPO/Indemnity membership.
 - b. Up to one full family Kaiser HMO membership (County Kaiser HMO plan or Operating Engineers Trust Kaiser plan).
 - c. Up to one full family HMO membership with up to one full family PPO/Indemnity membership.
 - d. Up to one full family Kaiser HMO membership (County Kaiser HMO Plan or Operating Engineers plan Kaiser) with up to one full family PPO/Indemnity membership.
 - e. Up to one full family HMO (other than Kaiser) membership with up to one full family Kaiser alternative HMO membership.
 - f. Up to one full family Operating Engineers - Kaiser HMO Plan membership with up to one full family Operating Engineers Trust alternative plan.

4. **Effect of Authorized Leave Without Pay on Medical Plan Coverage:** Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. Coverage will begin on the first of the month following the month the employee returned and worked 50% of a pay period or more, providing that the employee's re-enrollment allows for processing the deduction on a pay warrant prior to the month of coverage, and that if only one warrant is processed, the employee pays the remaining half of the month.

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

5. **30-Day Re-Enrollment:** For employees who are enrolled in a County sponsored Medical Plan, and experience a Change in Status such as: marriage, adoption, loss of medical coverage by spouse/domestic partner, may within 30 calendar days of the change in status, enroll in or add/drop eligible dependents to one of the County sponsored Medical Plans.
6. **Open Enrollment:** Eligible employees may choose from among any plan offered by the County or the Operating Engineers Health and Welfare Trust during the open enrollment period.

B. **DENTAL PLAN OPTIONS.**

1. **Dental Plan Coverage for Full-Time Employees:**

- a. For coverage from February 1, 2006 through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a dental plan for eligible full-time employees, as well as their eligible dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the following Dental Plan options. The County contribution shall apply to the Dental Plan options listed below.

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

- 1) An Indemnity Dental Plan
- 2) A pre-paid, closed panel Dental Plan
- 3) A supplemental Spousal Dental Plan
- 4) Married County employees or employees in domestic partnerships both employed by the County, shall be entitled to elect one choice from the following list of dental plan coverages:
 - (a) Up to one full family Indemnity Dental plan with up to one supplemental Spousal Dental Plan.
 - (b) Up to one full family Indemnity Dental Plan with up to one full family closed panel Dental plan.
 - (c) Up to one full family Indemnity Dental Plan.
 - (d) Up to one full family closed panel Dental Plan.

- 5) The Operating Engineers Health and Welfare Trust - This option is only available in combination with the Medical Plan option offered through the Operating Engineers Health and Welfare Trust.

2. **Dental Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week:** For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a dental plan for **less than full time** employees and their eligible dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The dental plan shall provide the same benefit coverage as was in effect during the 2000- 2001 fiscal year for full-time employees as described in B.1. above.

The County's contribution for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification.

3. **Effect of Authorized Leave Without Pay on Dental Plan Coverage:** Employees who were absent on authorized leave without pay, and whose dental plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within 30 calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as through the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

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

4. **30-Day Re-Enrollment:** For employees who are enrolled in a County sponsored Dental Plan and experience a Change In Status, such as: Marriage, adoption, loss of dental coverage by spouse/domestic partner, must within 30 calendar days of the change in status, enroll in or add/drop eligible dependents to one of the County sponsored Dental Plans.
5. **Open Enrollment:** Eligible employees may choose a Dental Plan during the annual Open Enrollment period. Premiums of all Dental Plans will be paid according to level of coverage (Self, Self +1Dependent, or Family).

- C. **MEDICAL AND DENTAL COVERAGE.** The County and Association agree that this Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the medical and dental plans, benefits, and contribution rates for medical and dental coverage effective on or after February 1, 2007.

SECTION 9. AFFIRMATIVE ACTION

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

SECTION 10. ADDITIONAL COMPENSATION

A. BILINGUAL PAY

1. **Positions Designated Bilingual:** Upon the recommendation of the Agency/Department Head and the approval of the Director of Personnel and Labor Relations, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$30.00 per biweekly pay period. A person occupying such a position and having proficiency in three or more languages, shall receive \$35.00 per pay period provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.
2. **Bilingual Pay for Services Requested:** An employee who has taken and passed a bilingual proficiency test coordinated by the County Personnel Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated \$30.00 in any pay period in which the employee is directed by the Agency/Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

SECTION 11. NOTICE OF LAYOFFS

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

SECTION 12. LEAVES OF ABSENCE

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

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

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in subsection A. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave. Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

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

E. **EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.

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

G. **LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.

H. **LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the

employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.

- I. **LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.
- J. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.
- K. **MATERNITY LEAVE.** A pregnant employee is entitled to a maternity leave of up to six months, the dates of which are to be mutually agreed by the employee and Agency/Department. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave, except that in the case of an employee who is regularly scheduled to work **less than the normal full-time** work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to sick leave with pay accumulated pursuant to subsection 14.D. of this Memorandum and, with the approval of the Department Head, to sick leave with pay for which she is otherwise eligible pursuant to subsection 14.D of this Memorandum. Reinstatement subsequent to maternity 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.
- L. **PATERNITY/ADOPTIVE LEAVE.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to three consecutive months, the dates of which to be mutually agreed by the employee and the Agency/Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity adoptive leave. The use of sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in subsection 14.H. Reinstatement subsequent to paternity/adoptive leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make his/her best effort to return such employee to the same geographical location, shift, and where there is a specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein shall not be subject to the grievance procedure.
- M. **EFFECT OF LEAVE WITHOUT PAY.** No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay.

SECTION 13. VACATION LEAVE

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

A. VACATION ACCRUAL

1. Effective April 14, 2002, two pay periods after adoption of the 2001-2005 Memorandum of Understanding, each employee in the service of the County shall accrue vacation leave according to the following schedules.
 - a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three weeks accrual** – Employees shall accrue three 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 weeks accrual** – Employees shall accrue four 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 weeks accrual** – Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

For persons employed after January 1, 1956.

- a. An employee who accrues vacation leave pursuant to subsections 13A(1), and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix “A,” for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee’s applicable maximum vacation balance as set forth in subsection 13C.
- b. Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a level which 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 which will avoid a downward adjustment.

- C. **LIMITATION ON UNUSED VACATION LEAVE BALANCES.** Maximum vacation leave balances allowable prior to the pay period containing January 1 of each year beginning the year 2000, shall be no more than two times the employees vacation accrual rate and shall be as follows:

Vacation Accrual Rate in Pay Period Prior to January 1	Maximum Balance in Pay Period Containing January 1
2 weeks	4 weeks
3 weeks	6 weeks
4 weeks	8 weeks
5 weeks	10 weeks

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

- E. **MAXIMUM ALLOWABLE VACATION BALANCE.** As of the pay period containing January 1, 2000 and every such pay period containing January 1 thereafter, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum vacation balance level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

- F. **MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Agency/Department Head may take vacation in excess of one and one-half times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.

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

- H. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which an employee is laid off because his/her services are not needed, and time during which an employee is temporarily not employed by the County, if followed by reemployment within three years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employee is 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, provided further, that for purposes of qualifying for fifteen, twenty, or twenty-five working days' vacation leave, where an employee has been employed by the County without interruption for the past ten years, all service of such employee shall be deemed to have been continuous.

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

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

- J. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular vacation allowance for personal leave.

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

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

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

- M. **CONTINUATION OF SECTION.** Section 13C. shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on, December 31, 2005 as provided in Section 26, and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.

- N. **EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter a bargaining unit covered by this Agreement after January 1, 2000 shall have two full calendar years to reduce his/her vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the "maximum allowable vacation balance" is already applicable. After two full calendar years, the vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance allowable (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

- O. **VACATION PURCHASE PLAN.** All full-time employees subject to this MOU may elect to purchase one or two additional weeks of vacation over and above their regular entitlement as set forth in Section 13A. of this MOU.

Beginning the Fall of 2002, employees eligible for vacation purchase may elect to purchase either one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment.

On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head.

Employees will then pay for the vacation time purchased in equal installments during the calendar year. Should an employee use their purchased vacation time, and leave the employment of the County prior to paying for the additional vacation, the County will recover the cost from the employee.

Effective upon adoption of the 2006 MOU, the following conditions shall apply to vacation purchase:

1. Employees eligible for vacation purchase may elect to purchase either one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment.
2. On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head. Employees will then pay for the vacation time purchased in equal installments during the calendar year.
3. To be eligible to purchase vacation, an employee must have completed payment for any previous vacation purchased and an employee must have no more than one week of unused vacation three (3) pay periods prior to the start of Open Enrollment.
4. To be eligible to purchase two weeks of vacation, an employee must have completed payment for any previous vacation purchased and have used all previously purchased vacation three (3) pay periods prior to the start of Open Enrollment.
5. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the County reserves the right to recover the cost from the employee, including deducting any sum owed from the employee's final pay warrant.
6. 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 future pay period amount.
7. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.

8. In the event that an employee becomes ineligible for this program, the County reserves the right to adjust the purchased vacation balance and/or deductions.
9. 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.
10. Except for Personal Leave granted under Section 13J., purchased vacation must be utilized before vacation balances accrued pursuant to Section 13A. or 13E. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 13A., then purchased vacation may be utilized for Personal Leave granted under Section 13J.
11. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in Section 13B. or 13E. of this MOU.

SECTION 14. SICK LEAVE.

- A. **SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee for illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee or exposure to contagious disease.
- 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 Memorandum of Understanding.
- C. **SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** Except for safety members who are subject to the provisions of California Labor Code Section 4850, if an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.

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

- a. Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% of his/her normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary (the amount of sick leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office) unless the employee provides written notice to the Agency/Department Head to limit the integration of such leaves. 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 21 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 21 calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three work days of such incapacity.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 14.C.1. to an employee:
 - a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
 - b. Whose injury or illness has become permanent,
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her position,
 - d. Who is retired on permanent disability, or pension,
 - e. Who unreasonably refuses to accept other County employment for which he/she is not substantially disabled,
 - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense,
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and,
 - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment.** Effective January 1, 1996, 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:
 - a. Treatments are being paid under Workers' Compensation;

- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
- c. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility.

D. **CUMULATIVE SICK LEAVE PLAN.**

1. **Accumulation of Sick Leave for Full-Time Employees.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay period on paid status up to a maximum accumulation of 130 - 8 hour work days of unused sick leave with pay entitlement. The Agency/Department Head shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.
2. Effective January 1, 2007, 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 injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.
3. **Accumulation of Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work **less than the full time** 40 hour work week base shall accrue sick leave pursuant to Section 14.D.1 above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base up to a maximum accumulation of 130 days of unused sick leave with pay entitlement.
4. Effective January 1, 2007, each employee who is regularly scheduled to work **less than the full time** 40 hour work week base shall accrue sick leave pursuant to Section 14.D.1 above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40 hour work week base.

- E. **CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to subsection 14.D. (Cumulative Sick Leave) hereof reaches 130 days, 40 hours shall be deducted from said sick leave balance and shall be converted to 8 hours of vacation, subject to the vacation accrual limitations as set forth in Section 13.A. Vacation Leave. Said vacation shall be added to vacation balances accumulated pursuant to subsections 13.A. through 13.J. (Vacation Leave), and shall thereafter be subject to the provisions of subsections 13.A. through 13.J. (Vacation Leave).

Effective January 1, 2007, the conversion of sick leave to vacation leave shall no longer apply.

- F. **DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE.** The Agency/Department Head, in his sole discretion, may grant to an employee discretionary major medical supplemental paid sick leave. The Agency/Department Head's determination to deny major medical supplemental sick leave shall be final and non-grievable.
1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975 through September 2, 1979.
 2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.
 3. **Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:
 - a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 14.E. hereof, including sick leave bonuses,
 - b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
 - c. the work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,
 - d. the injury or illness was not incurred in the course of employment, and
 - e. the employee has not incurred a break in service subsequent to June 24, 1979.
- G. **MEDICAL REPORT.** The Agency/Department Head as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Agency/Department.
- H. **FAMILY SICK LEAVE.** Effective January 1, 2006, employees are eligible to use, in any calendar year, up to nine days of sick leave to care for an ill family member; time reasonably necessary to arrange for care of an ill family member by others; and/or to accompany a family member to medical and dental appointments. For the purpose of this Subsection, "family member" means, mother, step-mother, father, step-father, husband, wife, domestic partner (as defined in Appendix E), child of domestic partner, son, step-son, daughter, step-daughter, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and grandparents.

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

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

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

SECTION 15. WAGES

- A. Effective July 2, 2006, salaries for all represented classes shall be increased by 1%.
- B. Effective December 31, 2006, salaries for all represented classes shall be increased by 2%.
- C. Effective December 30, 2007, salaries for all represented classes shall be increased by 3%.
- D. Effective December 22, 2002, for those employees who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association (ACERA) the County shall pay a portion of the employee's contribution to the Alameda County Employee Retirement Association in an amount equal to three percent (3%) of the employee's salary.
- E. Effective December 22, 2002, for those current employees who are 30 year members of the Alameda County Employee Retirement Association (ACERA), and do not make contributions to the Alameda County Employee Retirement Association (ACERA) because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401A plan pursuant to IRC 414 (h)(2) established by the County.
- F. The County contribution set forth in Section 15 C and D above shall be for full time employees on full time paid status. If the employee is on paid status less than full time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full time pay period for the job classification.

G. **SPECIAL ADJUSTMENTS**

In addition to the general increase the following class will receive a special salary adjustment:

Job Code #	Classification Title	Effective July 2, 2006
6641	SENIOR REHABILITATION COUNSELOR	4.2%

- H. Any salary increase granted by the Board of Supervisors for the classification series of District Attorney Inspector shall be applicable also as of the same effective date to employees in the classification series of Public Defender Investigator for the term of this Memorandum of Understanding.
- I. The job classes unique to the Alameda County Flood Control and Water Conservation District, Zone 7 listed in Appendix C are excluded from the provision of this section.

SECTION 16. GRIEVANCE PROCEDURE

- A. **DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the County has failed to provide a condition of employment set forth in this Memorandum of Understanding, as adopted by ordinance, by written agency/departmental rules, or in the annual Salary Ordinance, provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.
- 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.
- C. **DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
1. **Step One:** An employee having a grievance shall first discuss it with his/her 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 his/her own choice in this and all succeeding steps of subsection 16.C and may thereafter file a grievance in writing with his/her immediate supervisor within seven working days of the date of such informal discussion. Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven 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 working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven 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 working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her 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 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 fifteen working days after holding the grievance hearing for a grievance filed by an individual and twenty working days after holding the grievance hearing of a Union grievance filed pursuant to this section in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Agency/Department Head, a hearing is required at this step, and the employee, and his/her 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 his/her representative.
- D. **ASSOCIATION GRIEVANCE.** The Association may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the County. Such Association grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.
- E. **WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Association and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- F. **BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator.
- G. **INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have ten working days in which to review and seek adjustment of the grievance.

- H. **SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his/her representative. If the Director of Human Resource Services and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
- I. **DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment.
- J. **PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.
- K. **EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- L. **LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days from the date upon which the County has allegedly failed to provide a condition of employment. In no event shall any grievance include a claim for money relief for more than a 60-day period.
- A union grievance shall be void unless presented within 60 calendar days from the date upon which the Union has knowledge of the alleged failure to provide an organizational right.
- M. **EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section the provisions of Section 1. of this Memorandum of Understanding 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 7-2.06 of the Alameda County Administrative Code, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the Association shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.
- N. **GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 16.D. and E. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no

circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 17. MILEAGE

- 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.
- B. **MINIMUM ALLOWANCE.** An employee who is required by the Agency/Department Head to use his private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his automobile.
- C. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County up to the employee's own insurance deductible, but not to exceed \$500 provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 18. DISABILITY INSURANCE BENEFITS

- A. **PARTICIPATION:** The County shall continue to participate under the State Disability Insurance (SDI) Program.
- B. **DISABILITY INSURANCE BENEFITS.**
1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.
 2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.** An employee otherwise eligible for disability insurance benefits shall have the choice of:

- (a) not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, or
 - (b) applying for disability insurance benefits and the using of accrued paid sick leave, and, with the consent of the Agency/Department Head, vacation leave, compensating time off, floating holiday pay, and/or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two and divided by 80. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour), represented by the amount paid as such supplement.
3. **Amount of Supplement.** The amount of the supplement provided in subsection 18.B.2.b. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including bilingual differential pay, and the "weekly benefit amount" multiplied by two and divided by 80.
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.
- Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.
5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 8., employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

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

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

SECTION 19. CATASTROPHIC SICK LEAVE PROGRAM

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

ELIGIBILITY:

- A. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- B. The recipient employee is not eligible so long as s/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
- D. A recipient employee is eligible to receive 180 working days of donated time per employment.
- E. Donations shall be made in full-day increments of 8 hours, and are irrevocable. The maximum that may be donated in a calendar year is two donor employee's day per recipient except that effective January 1, 1996 a husband and wife and domestic partners (as defined in Appendix B), both employed by the County, may donate unlimited amounts of time between one another. In addition, effective January 1, 1996, employees with vacation balance that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
- F. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

- G. 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.
- H. 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.
- I. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.
- J. 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 20. DISABILITY INSURANCE POLICIES

Effective April 8, 2005, 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 days) 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 21. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan shall continue to participate in such plan as may be amended from time-to-time at the sole discretion of the Board of Supervisors, except that, M-designated benefits contained in Article 7 of the Salary Ordinance will be maintained for ACMEA members until December 31, 2006. Effective January 1, 2007 the County's contribution towards M-designated benefits shall be increased to no more than \$2,300 per calendar year. The \$1,500 (Cafeteria Benefits Plan) and \$800 (Job Related Reimbursement Plan) as currently outlined in Article 7 of the Salary Ordinance, shall no longer apply. This provision applies to the following ACMEA represented employees: Rep Unit R15, R44, R45, R48, R49, R50, R53, and R61.

SECTION 22. AGENCY/DEPARTMENT HEAD DEFINED.

"Agency/Department Head," as used in this Memorandum of Understanding, shall mean the Agency/Department Head designee thereof.

SECTION 23. EFFECT OF LEGALLY MANDATED CHANGES

In the event that on or after the effective date of this Memorandum of Understanding, State, Federal or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this Memorandum of Understanding so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment become effective, but the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State, Federal or decisional mandate does not result in an overall increase or loss of benefits to employees in the area so affected.

SECTION 24. NO STRIKE - NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned work station, during the life of this Memorandum of Understanding. The Association agrees to assist the County in enforcing the provision of this Section.

SECTION 25. SAVINGS CLAUSE

If any provision of this Memorandum of Understanding shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding 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 26. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Alameda County Management Employees Association of Alameda County, affiliated with OPERATING ENGINEERS UNION LOCAL NO. 3 of the International Union of Operating Engineers, AFL-CIO for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance, which shall incorporate this Memorandum of Understanding by ordinance. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

SECTION 27. SCOPE AND TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including December 28, 2008 except for Section 13. Vacation Leave which shall continue in full effect as provided in subsection 13. M.

SIGNED AND ENTERED INTO THIS 17th DAY OF NOVEMBER, 2006.

**FOR COUNTY OF ALAMEDA
EMPLOYEES**

**FOR ALAMEDA COUNTY MANAGEMENT
ASSOCIATION affiliated with OPERATING
ENGINEERS UNION LOCAL NO. 3 of the
INTERNATIONAL UNION OF
OPERATING ENGINEERS, AFL-CIO**

Cynthia Baron
Human Resource Services

Alan Elnick
Business Representative, Public Employees Division

Keith Fleming
IEDA

Dennis S. Warde
Human Resource Services

DENISE EATON-MAY, Director
Human Resource Services

APPROVED AS TO FORM:
RICHARD WINNIE, COUNTY COUNSEL

By: _____

APPENDIX A

Listed herein are all those Alameda County job classifications represented by the Alameda County Management Employees Association in Representation Units R15, R44, R45, R48 and R49. The salaries shown are established by the Alameda County Board of Supervisors, and are effective on the dates shown.

REPRESENTATION UNIT R15

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
1315	M	Accounting Technician						
			07/02/2006	1662.40	1749.60	1828.80	1929.60	2021.60
			12/31/2006	1696.00	1784.80	1865.60	1968.00	2062.40
			12/30/2007	1747.20	1838.40	1921.60	2027.20	2124.00
4125	SM	Acquisitions Supervisor						
			07/02/2006	1990.40	2100.00	2196.00	2309.60	2412.00
			12/31/2006	2030.40	2142.40	2240.00	2356.00	2460.00
			12/30/2007	2091.20	2206.40	2307.20	2426.40	2533.60
0222	M	Admin Services Assistant						
			07/02/2006	1968.00				2636.00
			12/31/2006	2007.20				2688.80
			12/30/2007	2067.20				2769.60
0218	PA	Admin Specialist I						
			07/02/2006	1981.60				2408.00
			12/31/2006	2021.60				2456.00
			12/30/2007	2082.40				2529.60
0219	PA	Admin Specialist II						
			07/02/2006	2066.40				2768.00
			12/31/2006	2108.00				2823.20
			12/30/2007	2171.20				2908.00
1145	SM	Admin Support Manager						
			07/02/2006	2066.40				2768.00
			12/31/2006	2108.00				2823.20
			12/30/2007	2171.20				2908.00
2875	SM	Assessment Roll Manager						
			07/02/2006	2368.00	2492.80	2608.80	2744.80	2880.00
			12/31/2006	2415.20	2542.40	2660.80	2800.00	2937.60
			12/30/2007	2488.00	2618.40	2740.80	2884.00	3025.60
2850	SM	Assessment Supervisor I						
			07/02/2006	1894.40	1999.20	2091.20	2196.80	2296.80
			12/31/2006	1932.00	2039.20	2132.80	2240.80	2342.40
			12/30/2007	1989.60	2100.00	2196.80	2308.00	2412.80
2851	SM	Assessment Supervisor II						
			07/02/2006	1988.80	2087.20	2200.80	2315.20	2416.00
			12/31/2006	2028.80	2128.80	2244.80	2361.60	2464.00
			12/30/2007	2089.60	2192.80	2312.00	2432.80	2537.60
2870	SM	Assessment Svcs Mgr						
			11/05/2006	2368.00	2492.80	2608.80	2744.80	2880.00
			12/31/2006	2415.20	2542.40	2660.80	2800.00	2937.60
			12/30/2007	2488.00	2618.40	2740.80	2884.00	3025.60

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
		PA Assessor Representative						
			07/02/2006	2450.40	2576.00	2700.00	2836.80	2976.00
			12/31/2006	2499.20	2627.20	2754.40	2893.60	3035.20
			12/30/2007	2574.40	2706.40	2836.80	2980.80	3126.40
		1869 SM Asst Mgr, Reprographics Div						
			07/02/2006	2096.00	2202.40	2315.20	2428.80	2551.20
			12/31/2006	2137.60	2246.40	2361.60	2477.60	2602.40
			12/30/2007	2201.60	2313.60	2432.80	2552.00	2680.80
		0166 SM Business License Suprvsr						
			07/02/2006	2112.00	2208.80	2320.00	2436.80	2558.40
			12/31/2006	2154.40	2252.80	2366.40	2485.60	2609.60
			12/30/2007	2219.20	2320.00	2437.60	2560.00	2688.00
		2645 SM Chief, Appraisal Division						
			07/02/2006	3924.80	4125.60	4298.40	4544.00	4768.80
			12/31/2006	4003.20	4208.00	4384.00	4635.20	4864.00
			12/30/2007	4123.20	4334.40	4515.20	4774.40	5009.60
		2650 SM Chief, Appraisal Services Div						
			07/02/2006	3924.80	4125.60	4298.40	4544.00	4768.80
			12/31/2006	4003.20	4208.00	4384.00	4635.20	4864.00
			12/30/2007	4123.20	4334.40	4515.20	4774.40	5009.60
		0153 SM Chief, Billing Services						
			07/02/2006	2346.40	2471.20	2592.00	2726.40	2856.80
			12/31/2006	2393.60	2520.80	2644.00	2780.80	2913.60
			12/30/2007	2465.60	2596.80	2723.20	2864.00	3000.80
		1410 SM Child Support Program Mgr						
			07/02/2006	3274.40	3443.20	3608.00	3798.40	3985.60
			12/31/2006	3340.00	3512.00	3680.00	3874.40	4065.60
			12/30/2007	3440.00	3617.60	3790.40	3990.40	4187.20
		1405 SM Child Support Supervisor I						
			07/02/2006	2267.20	2384.00	2499.20	2628.00	2755.20
			12/31/2006	2312.80	2432.00	2548.80	2680.80	2810.40
			12/30/2007	2382.40	2504.80	2625.60	2761.60	2894.40
		1406 SM Child Support Supervisor II						
			07/02/2006	2572.80	2696.80	2833.60	2976.80	3128.00
			12/31/2006	2624.00	2750.40	2890.40	3036.00	3190.40
			12/30/2007	2702.40	2832.80	2976.80	3127.20	3286.40
		1525 SM Clerk-Recorder's Supervisor I						
			07/02/2006	1988.80	2087.20	2200.80	2315.20	2416.00
			12/31/2006	2028.80	2128.80	2244.80	2361.60	2464.00
			12/30/2007	2089.60	2192.80	2312.00	2432.80	2537.60
		1526 SM Clerk-Recorder's Supervisor II						
			07/02/2006	2253.60	2365.60	2484.00	2607.20	2737.60
			12/31/2006	2298.40	2412.80	2533.60	2659.20	2792.00
			12/30/2007	2367.20	2484.80	2609.60	2739.20	2876.00
		1428 SM Collection Supervisor I						
			07/02/2006	2267.20	2384.00	2499.20	2628.00	2755.20
			12/31/2006	2312.80	2432.00	2548.80	2680.80	2810.40
			12/30/2007	2382.40	2504.80	2625.60	2761.60	2894.40

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
1430	SM	Collection Supervisor II						
			07/02/2006	2572.80	2696.80	2833.60	2976.80	3128.00
			12/31/2006	2624.00	2750.40	2890.40	3036.00	3190.40
			12/30/2007	2702.40	2832.80	2976.80	3127.20	3286.40
1446	PA	Collector, Tax Defaulted Prop						
			07/02/2006	1885.60	1983.20	2080.00	2185.60	2292.80
			12/31/2006	1923.20	2023.20	2121.60	2229.60	2338.40
			12/30/2007	1980.80	2084.00	2185.60	2296.80	2408.80
2959	SM	Comm Dev Agency Constr Mgr						
			07/02/2006	3380.00	3542.40	3721.60	3908.00	4103.20
			12/31/2006	3448.00	3613.60	3796.00	3986.40	4185.60
			12/30/2007	3551.20	3722.40	3909.60	4105.60	4311.20
1814	SM	Comp Operations Supvisor						
			07/02/2006	2423.20				3326.40
			12/31/2006	2472.00				3392.80
			12/30/2007	2546.40				3494.40
1517	M	Court Exhibits Technician						
			07/02/2006	1579.20	1647.20	1723.20	1804.80	1887.20
			12/31/2006	1610.40	1680.00	1757.60	1840.80	1924.80
			12/30/2007	1658.40	1730.40	1810.40	1896.00	1982.40
1807	SM	Data Entry Supervisor						
			07/02/2006	1868.80	1963.20	2065.60	2170.40	2268.00
			12/31/2006	1906.40	2002.40	2107.20	2213.60	2313.60
			12/30/2007	1963.20	2062.40	2170.40	2280.00	2383.20
1816	PA	Data Network Design Analyst						
			07/02/2006	2212.00				3037.60
			12/31/2006	2256.00				3098.40
			12/30/2007	2324.00				3191.20
0605	PA	Data Processing Systems Spec						
			07/02/2006	2328.00				4768.00
			12/31/2006	2374.40				4863.20
			12/30/2007	2445.60				5008.80
8230	SM	Deputy Agric Commissioner						
			07/02/2006	2692.00	2827.20	2968.00	3126.40	3276.00
			12/31/2006	2745.60	2884.00	3027.20	3188.80	3341.60
			12/30/2007	2828.00	2970.40	3118.40	3284.80	3441.60
8512	M	Estate Manager/Investigator						
	A		07/02/2006	2346.40	2468.00	2588.00	2723.20	2855.20
			12/31/2006	2393.60	2517.60	2640.00	2777.60	2912.00
			12/30/2007	2465.60	2592.80	2719.20	2860.80	2999.20
2820	SM	Exemption Supervisor						
			07/02/2006	2451.20	2576.00	2700.00	2836.80	2976.00
			12/31/2006	2500.00	2627.20	2754.40	2893.60	3035.20
			12/30/2007	2575.20	2706.40	2836.80	2980.80	3126.40
0209	PA	Financial Analyst, SSA						
			07/02/2006	2345.60				3143.20
			12/31/2006	2392.80				3206.40
			12/30/2007	2464.80				3302.40

0158 SM Financial Officer, GSA						
	07/02/2006	3051.20	3202.40	3360.00	3534.40	3710.40
	12/31/2006	3112.00	3266.40	3427.20	3604.80	3784.80
	12/30/2007	3205.60	3364.00	3530.40	3712.80	3898.40
0217 M Financial Services Officer						
A	07/02/2006	2674.40				3576.80
	12/31/2006	2728.00				3648.00
	12/30/2007	2809.60				3757.60
0213 PA Financial Svcs Specialist I						
	07/02/2006	1981.60				2408.00
	12/31/2006	2021.60				2456.00
	12/30/2007	2082.40				2529.60
0214 PA Financial Svcs Specialist II						
	07/02/2006	2066.40				2768.00
	12/31/2006	2108.00				2823.20
	12/30/2007	2171.20				2908.00
7547 SM Food Service Manager						
	07/02/2006	2275.20	2387.20	2507.20	2639.20	2763.20
	12/31/2006	2320.80	2435.20	2557.60	2692.00	2818.40
	12/30/2007	2390.40	2508.00	2634.40	2772.80	2903.20
1865 M Graphic Artist						
	07/02/2006	2124.00	2226.40	2334.40	2448.00	2563.20
	12/31/2006	2166.40	2271.20	2380.80	2496.80	2614.40
	12/30/2007	2231.20	2339.20	2452.00	2572.00	2692.80
0314 SM Health Care Program Admin						
	07/02/2006	2456.00				3291.20
	12/31/2006	2504.80				3356.80
	12/30/2007	2580.00				3457.60
2960 SM Housing & Community Dev Mgr						
	07/02/2006	3380.00	3542.40	3721.60	3908.00	4103.20
	12/31/2006	3448.00	3613.60	3796.00	3986.40	4185.60
	12/30/2007	3551.20	3722.40	3909.60	4105.60	4311.20
0421 SM Info Sys/Ind Engrng Mgr, GSA						
	07/02/2006	3150.40				4219.20
	12/31/2006	3213.60				4303.20
	12/30/2007	3310.40				4432.00
0419 M Info Systems Analyst						
A	07/02/2006	2612.00				3500.00
	12/31/2006	2664.00				3570.40
	12/30/2007	2744.00				3677.60
0423 PA Info Systems Coordinator						
	07/02/2006	2744.00				3673.60
	12/31/2006	2799.20				3747.20
	12/30/2007	2883.20				3860.00
0420 SM Info Systems Manager						
	07/02/2006	2877.60				3852.80
	12/31/2006	2935.20				3929.60
	12/30/2007	3023.20				4047.20
0416 PA Info Systems Specialist						
	07/02/2006	2066.40				2768.00
	12/31/2006	2108.00				2823.20
	12/30/2007	2171.20				2908.00

0422 PA Information Network Analyst						
	07/02/2006	2612.00				3500.00
	12/31/2006	2664.00				3570.40
	12/30/2007	2744.00				3677.60
7422 SM Janitor Supervisor I						
	07/02/2006	1651.20	1744.00	1828.80	1921.60	2010.40
	12/31/2006	1684.00	1779.20	1865.60	1960.00	2050.40
	12/30/2007	1734.40	1832.80	1921.60	2019.20	2112.00
7423 SM Janitor Supervisor II						
	07/02/2006	1956.80	2055.20	2156.00	2265.60	2382.40
	12/31/2006	1996.00	2096.00	2199.20	2311.20	2430.40
	12/30/2007	2056.00	2159.20	2264.80	2380.80	2503.20
4177 PA Librarian IV						
	07/02/2006	2904.80	3048.00	3202.40	3360.80	3532.00
	12/31/2006	2963.20	3108.80	3266.40	3428.00	3602.40
	12/30/2007	3052.00	3202.40	3364.00	3531.20	3710.40
4201 SM Library Circulation Sup I						
	07/02/2006	1894.40	1999.20	2091.20	2196.80	2296.80
	12/31/2006	1932.00	2039.20	2132.80	2240.80	2342.40
	12/30/2007	1989.60	2100.00	2196.80	2308.00	2412.80
4202 SM Library Circulation Sup II						
	07/02/2006	1988.80	2087.20	2200.80	2315.20	2416.00
	12/31/2006	2028.80	2128.80	2244.80	2361.60	2464.00
	12/30/2007	2089.60	2192.80	2312.00	2432.80	2537.60
4203 SM Library Circulation Sup III						
	07/02/2006	2166.40	2270.40	2374.40	2509.60	2624.80
	12/31/2006	2209.60	2316.00	2421.60	2560.00	2677.60
	12/30/2007	2276.00	2385.60	2494.40	2636.80	2757.60
0206 M Management Analyst						
A	07/02/2006	2345.60				3143.20
	12/31/2006	2392.80				3206.40
	12/30/2007	2464.80				3302.40
0600 M Management Specialist						
A	07/02/2006	1488.80				5811.20
	12/31/2006	1518.40				5927.20
	12/30/2007	1564.00				6104.80
9289 SM Manager, Communications Dept						
	07/02/2006	3294.40				4356.00
	12/31/2006	3360.00				4443.20
	12/30/2007	3460.80				4576.80
1870 SM Manager, Printing Services Div						
	07/02/2006	2588.80	2715.20	2848.80	2999.20	3144.00
	12/31/2006	2640.80	2769.60	2905.60	3059.20	3207.20
	12/30/2007	2720.00	2852.80	2992.80	3151.20	3303.20
1735 SM Manager, Prop & Salvage Div						
	07/02/2006	2268.00				2721.60
	12/31/2006	2313.60				2776.00
	12/30/2007	2383.20				2859.20
0179 SM Manager, Purchasing Division						
	07/02/2006	3109.60	3267.20	3428.00	3600.80	3779.20
	12/31/2006	3172.00	3332.80	3496.80	3672.80	3854.40
	12/30/2007	3267.20	3432.80	3601.60	3783.20	3970.40

1740 SM Manager, Stores Division						
	07/02/2006	2105.60	2210.40	2317.60	2434.40	2554.40
	12/31/2006	2148.00	2254.40	2364.00	2483.20	2605.60
	12/30/2007	2212.80	2322.40	2435.20	2557.60	2684.00
1833 SM Manager, Computer Operations						
	07/02/2006	3064.80				4224.80
	12/31/2006	3126.40				4309.60
	12/30/2007	3220.00				4439.20
2305 SM Mapping Supervisor						
	07/02/2006	2315.20	2421.60	2528.80	2651.20	2768.00
	12/31/2006	2361.60	2470.40	2579.20	2704.00	2823.20
	12/30/2007	2432.80	2544.80	2656.80	2784.80	2908.00
1270 PA Medical Staff Coordinator						
	07/02/2006	2066.40				2768.00
	12/31/2006	2108.00				2823.20
	12/30/2007	2171.20				2908.00
2630 SM Principal Appraiser						
	07/02/2006	3295.20	3459.20	3627.20	3816.00	4007.20
	12/31/2006	3360.80	3528.00	3700.00	3892.00	4087.20
	12/30/2007	3461.60	3633.60	3811.20	4008.80	4209.60
2725 SM Principal Auditor-Appraiser						
	07/02/2006	3295.20	3459.20	3627.20	3816.00	4007.20
	12/31/2006	3360.80	3528.00	3700.00	3892.00	4087.20
	12/30/2007	3461.60	3633.60	3811.20	4008.80	4209.60
0311 M A Program Administrator I						
	07/02/2006	2711.20	2840.00	2985.60	3136.80	3291.20
	12/31/2006	2765.60	2896.80	3045.60	3199.20	3356.80
	12/30/2007	2848.80	2984.00	3136.80	3295.20	3457.60
6927 M A Program Services Coordinator						
	07/02/2006	2661.60	2792.00	2935.20	3076.00	3236.00
	12/31/2006	2715.20	2848.00	2993.60	3137.60	3300.80
	12/30/2007	2796.80	2933.60	3083.20	3232.00	3400.00
0305 M Program Specialist						
	07/02/2006	2066.40				3051.20
	12/31/2006	2108.00				3112.00
	12/30/2007	2171.20				3205.60
0303 PA Program Systems Coordinator						
	07/02/2006	2484.80	2612.80	2753.60	2899.20	3051.20
	12/31/2006	2534.40	2664.80	2808.80	2956.80	3112.00
	12/30/2007	2610.40	2744.80	2892.80	3045.60	3205.60
0306 PA Program/Financial Specialist						
	07/02/2006	2275.20				3051.20
	12/31/2006	2320.80				3112.00
	12/30/2007	2390.40				3205.60
0212 SM Public Health Admin. Officer						
	07/02/2006	3612.00				4836.80
	12/31/2006	3684.00				4933.60
	12/30/2007	3794.40				5081.60
0138 M A Senior Accountant						
	07/02/2006	2124.80	2220.80	2324.00	2436.80	2548.80
	12/31/2006	2167.20	2265.60	2370.40	2485.60	2600.00
	12/30/2007	2232.00	2333.60	2441.60	2560.00	2678.40

1494 SM Senior Billing Technician						
	07/02/2006	1828.00	1921.60	2018.40	2122.40	2228.80
	12/31/2006	1864.80	1960.00	2058.40	2164.80	2273.60
	12/30/2007	1920.80	2019.20	2120.00	2229.60	2341.60
1813 SM Senior Computer Operator						
	07/02/2006	2179.20				2904.00
	12/31/2006	2222.40				2962.40
	12/30/2007	2288.80				3051.20
0215 PA Senior Financial Svcs Spec						
	07/02/2006	2168.80				2907.20
	12/31/2006	2212.00				2965.60
	12/30/2007	2278.40				3054.40
0417 SM Senior Info Systems Specialist						
	07/02/2006	2275.20				3051.20
	12/31/2006	2320.80				3112.00
	12/30/2007	2390.40				3205.60
0207 SM Senior Management Analyst						
	07/02/2006	2463.20				3300.80
	12/31/2006	2512.80				3367.20
	12/30/2007	2588.00				3468.00
0307 SM Senior Program Specialist						
	07/02/2006	2412.80				3232.80
	12/31/2006	2460.80				3297.60
	12/30/2007	2534.40				3396.80
0304 SM Senior Program Systems Coord						
	07/02/2006	3054.40	3211.20	3365.60	3544.00	3718.40
	12/31/2006	3115.20	3275.20	3432.80	3615.20	3792.80
	12/30/2007	3208.80	3373.60	3536.00	3724.00	3906.40
0237 PA Sheriff's Prog/Financial Spec						
	07/02/2006	2210.40				2963.20
	12/31/2006	2254.40				3022.40
	12/30/2007	2322.40				3112.80
0175 SM Sr Procrment & Contrcts Spe						
	07/02/2006	2292.80				2786.40
	12/31/2006	2338.40				2842.40
	12/30/2007	2408.80				2928.00
6796 PA Staff Development Specialist						
	07/02/2006	1863.20				2999.20
	12/31/2006	1900.80				3059.20
	12/30/2007	1957.60				3151.20
0230 M Staff Services Assistant						
	07/02/2006	1962.40	2059.20	2154.40	2272.00	2378.40
	12/31/2006	2001.60	2100.00	2197.60	2317.60	2425.60
	12/30/2007	2061.60	2163.20	2263.20	2387.20	2498.40
1720 SM Storekeeper II						
	07/02/2006	1927.20	2010.40	2106.40	2204.80	2301.60
	12/31/2006	1965.60	2050.40	2148.80	2248.80	2348.00
	12/30/2007	2024.80	2112.00	2213.60	2316.00	2418.40
0140 SM Supervising Accountant						
	07/02/2006	2590.40	2724.80	2860.80	3012.00	3152.00
	12/31/2006	2642.40	2779.20	2918.40	3072.00	3215.20
	12/30/2007	2721.60	2862.40	3005.60	3164.00	3312.00

1106 SM Supervising Messenger						
	07/02/2006	1784.00	1872.00	1940.80	2025.60	2104.00
	12/31/2006	1820.00	1909.60	1980.00	2066.40	2146.40
	12/30/2007	1874.40	1967.20	2039.20	2128.00	2210.40
0133 M Suprvsing Accountant I						
	07/02/2006	2273.60	2389.60	2502.40	2618.40	2747.20
	12/31/2006	2319.20	2437.60	2552.80	2670.40	2802.40
	12/30/2007	2388.80	2510.40	2629.60	2750.40	2886.40
0131 M Suprvsing Accountant-Auditor						
	07/02/2006	2016.00	2100.00	2202.40	2312.80	2413.60
	12/31/2006	2056.00	2142.40	2246.40	2359.20	2461.60
	12/30/2007	2117.60	2206.40	2313.60	2429.60	2535.20
0220 SM Suprvsing Admin Specialist						
	07/02/2006	2272.00				3045.60
	12/31/2006	2317.60				3106.40
	12/30/2007	2387.20				3199.20
2623 SM Suprvsing Appraiser I						
	07/02/2006	2450.40	2576.00	2700.00	2836.80	2976.00
	12/31/2006	2499.20	2627.20	2754.40	2893.60	3035.20
	12/30/2007	2574.40	2706.40	2836.80	2980.80	3126.40
2625 SM Suprvsing Appraiser II						
	07/02/2006	2820.00	2957.60	3096.80	3261.60	3425.60
	12/31/2006	2876.80	3016.80	3158.40	3327.20	3494.40
	12/30/2007	2963.20	3107.20	3252.80	3427.20	3599.20
2720 SM Suprvsing Auditor-Appraiser II						
	07/02/2006	2820.00	2957.60	3096.80	3261.60	3425.60
	12/31/2006	2876.80	3016.80	3158.40	3327.20	3494.40
	12/30/2007	2963.20	3107.20	3252.80	3427.20	3599.20
1138 SM Suprvsing Clerk I						
	07/02/2006	1894.40	1999.20	2091.20	2196.80	2296.80
	12/31/2006	1932.00	2039.20	2132.80	2240.80	2342.40
	12/30/2007	1989.60	2100.00	2196.80	2308.00	2412.80
1139 SM Suprvsing Clerk II						
	07/02/2006	1988.80	2087.20	2200.80	2315.20	2416.00
	12/31/2006	2028.80	2128.80	2244.80	2361.60	2464.00
	12/30/2007	2089.60	2192.80	2312.00	2432.80	2537.60
1140 SM Suprvsing Clerk III						
	07/02/2006	2166.40	2270.40	2374.40	2509.60	2624.80
	12/31/2006	2209.60	2316.00	2421.60	2560.00	2677.60
	12/30/2007	2276.00	2385.60	2494.40	2636.80	2757.60
7560 SM Suprvsing Cook						
	07/02/2006	1932.80	2013.60	2119.20	2227.20	2339.20
	12/31/2006	1971.20	2053.60	2161.60	2272.00	2385.60
	12/30/2007	2030.40	2115.20	2226.40	2340.00	2456.80
0216 SM Suprvsing Financial Svcs Spec						
	07/02/2006	2351.20				3151.20
	12/31/2006	2398.40				3214.40
	12/30/2007	2470.40				3311.20
7220 SM Suprvsing Gardener						
	07/02/2006	1894.40	1994.40	2095.20	2200.80	2314.40
	12/31/2006	1932.00	2034.40	2136.80	2244.80	2360.80
	12/30/2007	1989.60	2095.20	2200.80	2312.00	2432.00

1514 SM Suprvsing Legal Clerk						
	07/02/2006	2036.80	2130.40	2241.60	2345.60	2449.60
	12/31/2006	2077.60	2172.80	2286.40	2392.80	2498.40
	12/30/2007	2140.00	2237.60	2355.20	2464.80	2573.60
4176 SM Suprvsing Librarian I						
	07/02/2006	2724.80	2867.20	3009.60	3160.80	3316.00
	12/31/2006	2779.20	2924.80	3069.60	3224.00	3382.40
	12/30/2007	2862.40	3012.80	3161.60	3320.80	3484.00
4178 SM Suprvsing Librarian II						
	07/02/2006	2976.00	3122.40	3277.60	3442.40	3616.00
	12/31/2006	3035.20	3184.80	3343.20	3511.20	3688.00
	12/30/2007	3126.40	3280.00	3443.20	3616.80	3798.40
8206 SM Suprvsing Pest Detection Spec						
	07/02/2006	2140.00	2253.60	2360.80	2486.40	2609.60
	12/31/2006	2183.20	2298.40	2408.00	2536.00	2661.60
	12/30/2007	2248.80	2367.20	2480.00	2612.00	2741.60
0308 SM Suprvsing Program Specialist						
	07/02/2006	2551.20				3416.80
	12/31/2006	2602.40				3484.80
	12/30/2007	2680.80				3589.60
1280 SM Suprvsing Regist/Elec Tech						
	07/02/2006	2219.20	2325.60	2440.00	2564.80	2693.60
	12/31/2006	2263.20	2372.00	2488.80	2616.00	2747.20
	12/30/2007	2331.20	2443.20	2563.20	2694.40	2829.60
1216 SM Suprvsing Secretary I						
	07/02/2006	1916.00	1996.80	2085.60	2188.00	2276.80
	12/31/2006	1954.40	2036.80	2127.20	2232.00	2322.40
	12/30/2007	2012.80	2097.60	2191.20	2299.20	2392.00
6995 SM Suprvsing Transportation Wrkr						
	07/02/2006	1707.20	1790.40	1887.20	1976.00	2073.60
	12/31/2006	1741.60	1826.40	1924.80	2015.20	2115.20
	12/30/2007	1793.60	1880.80	1982.40	2076.00	2178.40
0155 SM Suprvsr, Fiscal Division						
	07/02/2006	2658.40	2790.40	2931.20	3072.80	3228.00
	12/31/2006	2711.20	2846.40	2989.60	3134.40	3292.80
	12/30/2007	2792.80	2932.00	3079.20	3228.80	3391.20
0163 SM Suprvsr, Operations & Vaults						
	07/02/2006	2178.40	2285.60	2399.20	2513.60	2646.40
	12/31/2006	2221.60	2331.20	2447.20	2564.00	2699.20
	12/30/2007	2288.00	2400.80	2520.80	2640.80	2780.00
0165 SM Suprvsr, Tax Redemption						
	07/02/2006	1780.00	1878.40	1964.80	2059.20	2164.00
	12/31/2006	1816.00	1916.00	2004.00	2100.00	2207.20
	12/30/2007	1870.40	1973.60	2064.00	2163.20	2273.60
1827 M Systems Analyst						
A	07/02/2006	3189.60				4264.80
	12/31/2006	3253.60				4350.40
	12/30/2007	3351.20				4480.80

0164 SM Tax Adm And Info Supr

07/02/2006	1982.40	2084.80	2189.60	2292.00	2411.20
12/31/2006	2022.40	2126.40	2233.60	2337.60	2459.20
12/30/2007	2083.20	2190.40	2300.80	2408.00	2532.80

0418 PA Technical Support Analyst

07/02/2006	2612.00				3500.00
12/31/2006	2664.00				3570.40
12/30/2007	2744.00				3677.60

REPRESENTATION UNIT R44

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
9523	SM	Bridge & Pump Superintendent						
			07/02/2006					3907.20
			12/31/2006					3985.60
			12/30/2007					4104.80
9521	SM	Bridge & Pump Supervisor						
			07/02/2006					3544.00
			12/31/2006					3615.20
			12/30/2007					3724.00
9522	SM	Bridge Supervisor						
			07/02/2006					3378.40
			12/31/2006					3445.60
			12/30/2007					3548.80
9527	SM	Field Maintenance Superintend						
			07/02/2006					3907.20
			12/31/2006					3985.60
			12/30/2007					4104.80
9525	SM	Field Maintenance Supervisor						
			07/02/2006					3211.20
			12/31/2006					3275.20
			12/30/2007					3373.60
9531	SM	Public Works Fleet Manager						
			07/02/2006					3544.00
			12/31/2006					3615.20
			12/30/2007					3724.00
9529	SM	Public Works Fleet Supervisor						
			07/02/2006					3211.20
			12/31/2006					3275.20
			12/30/2007					3373.60
9524	SM	Pump Station Supervisor						
			07/02/2006					3544.00
			12/31/2006					3615.20
			12/30/2007					3724.00
2117	PA	Safety Officer,Public Works						
			07/02/2006	2519.20				3060.80
			12/31/2006	2569.60				3122.40
			12/30/2007	2646.40				3216.00
2175	SM	Suprvsing Facilities Inspector						
			07/02/2006					3720.80
			12/31/2006					3795.20
			12/30/2007					3908.80
2184	SM	Suprvsing Matl Testing Tech						
			07/02/2006	2516.80	2632.00	2748.00	2880.00	3003.20
			12/31/2006	2567.20	2684.80	2803.20	2937.60	3063.20
			12/30/2007	2644.00	2765.60	2887.20	3025.60	3155.20

1108 SM Suprvsing Ped Crossing Guard						
	07/02/2006	1884.00	1952.80	2028.80	2108.00	2202.40
	12/31/2006	1921.60	1992.00	2069.60	2150.40	2246.40
	12/30/2007	1979.20	2052.00	2132.00	2215.20	2313.60
9538 SM Suprvsing Public Works Inspect						
	07/02/2006					3721.60
	12/31/2006					3796.00
	12/30/2007					3909.60
9533 SM Traffic Safety Supervisor						
	07/02/2006					3211.20
	12/31/2006					3275.20
	12/30/2007					3373.60
9534 SM Traffic Signal Supervisor						
	07/02/2006					3544.00
	12/31/2006					3615.20
	12/30/2007					3724.00
9536 SM Weed and Pest Control Suprvsr						
	07/02/2006					3544.00
	12/31/2006					3615.20
	12/30/2007					3724.00

REPRESENTATION UNIT R45

	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
R45	5873 SM Asst Chief Therapist					
	07/02/2006	2866.40	3010.40	3162.40	3320.00	3486.40
	12/31/2006	2924.00	3070.40	3225.60	3386.40	3556.00
	12/30/2007	3012.00	3162.40	3322.40	3488.00	3662.40
R45	5068 SM Asst Dir,Child&Youth Svcs,BHCS					
	07/02/2006	3145.60				3817.60
	12/31/2006	3208.80				3893.60
	12/30/2007	3304.80				4010.40
R45	5083 SM Asst Family Health Svcs Adm					
	07/02/2006	2971.20	3119.20	3276.00	3439.20	3611.20
	12/31/2006	3030.40	3181.60	3341.60	3508.00	3683.20
	12/30/2007	3121.60	3276.80	3441.60	3613.60	3793.60
R45	6321 SM Chief Clin Psychologist					
	07/02/2006	3344.00	3509.60	3688.00	3872.80	4072.00
	12/31/2006	3411.20	3580.00	3761.60	3950.40	4153.60
	12/30/2007	3513.60	3687.20	3874.40	4068.80	4278.40
R45	6527 SM Chief Psych Social Worker					
	07/02/2006	2998.40	3149.60	3302.40	3470.40	3644.00
	12/31/2006	3058.40	3212.80	3368.80	3540.00	3716.80
	12/30/2007	3150.40	3308.80	3469.60	3646.40	3828.00
R45	6642 SM Chief Rehabilitation Counselor					
	07/02/2006	3193.60	3353.60	3517.60	3694.40	3880.80
	12/31/2006	3257.60	3420.80	3588.00	3768.00	3958.40
	12/30/2007	3355.20	3523.20	3696.00	3880.80	4076.80
R45	5872 SM Chief Therapist					
	07/02/2006	3036.00	3179.20	3334.40	3508.00	3682.40
	12/31/2006	3096.80	3242.40	3400.80	3578.40	3756.00
	12/30/2007	3189.60	3340.00	3503.20	3685.60	3868.80
R45	5066 SM Children's Sys of Care Coord					
	07/02/2006	2998.40	3149.60	3302.40	3470.40	3644.00
	12/31/2006	3058.40	3212.80	3368.80	3540.00	3716.80
	12/30/2007	3150.40	3308.80	3469.60	3646.40	3828.00
R45	5525 SM Dental Health Administrator					
	07/02/2006	4398.40	4604.80	4836.00	5077.60	5323.20
	12/31/2006	4486.40	4696.80	4932.80	5179.20	5429.60
	12/30/2007	4620.80	4837.60	5080.80	5334.40	5592.80
R45	5620 SM Dir of Public Health Lab Svcs					
	07/02/2006		3136.80	3296.00	3458.40	3636.80
	12/31/2006		3199.20	3361.60	3527.20	3709.60
	12/30/2007		3295.20	3462.40	3632.80	3820.80
R45	5069 SM Dir, Child & Youth Svcs, BHCS					
	07/02/2006	3662.40	3844.00	4040.00	4244.80	4452.00
	12/31/2006	3736.00	3920.80	4120.80	4329.60	4540.80
	12/30/2007	3848.00	4038.40	4244.80	4459.20	4676.80
R45	5788 SM Dir, Emergency Med Svcs Dist					
	07/02/2006	3361.60	3529.60	3708.80	3890.40	4087.20
	12/31/2006	3428.80	3600.00	3783.20	3968.00	4168.80
	12/30/2007	3532.00	3708.00	3896.80	4087.20	4293.60

R45	5391 PA Dir, PHN Planning & Policy						
		07/02/2006	3885.60	4070.40	4268.80	4470.40	4777.60
		12/31/2006	3963.20	4152.00	4354.40	4560.00	4872.80
		12/30/2007	4082.40	4276.80	4484.80	4696.80	5019.20
R45	5784 PA Epidemiologist I						
		07/02/2006	2172.00	2280.80	2396.00	2516.00	2641.60
		12/31/2006	2215.20	2326.40	2444.00	2566.40	2694.40
		12/30/2007	2281.60	2396.00	2517.60	2643.20	2775.20
R45	5785 SM Epidemiologist II						
		07/02/2006	2419.20	2547.20	2680.80	2820.80	2969.60
		12/31/2006	2467.20	2598.40	2734.40	2877.60	3028.80
		12/30/2007	2541.60	2676.00	2816.80	2964.00	3120.00
R45	5085 SM Family Health Svcs Admin						
		07/02/2006	3338.40	3504.80	3680.80	3827.20	4053.60
		12/31/2006	3404.80	3575.20	3754.40	3904.00	4134.40
		12/30/2007	3507.20	3682.40	3867.20	4020.80	4258.40
R45	5141 M A Physician IV						
		07/02/2006	5921.60	6223.20	6533.60	6854.40	7197.60
		12/31/2006	6040.00	6348.00	6664.00	6991.20	7341.60
		12/30/2007	6221.60	6538.40	6864.00	7200.80	7561.60
R45	5143 SM Physician V						
		07/02/2006	6224.00	6533.60	6857.60	7197.60	7561.60
		12/31/2006	6348.80	6664.00	6994.40	7341.60	7712.80
		12/30/2007	6539.20	6864.00	7204.00	7561.60	7944.00
R45	5786 PA Prehospital Care Coordinator						
		07/02/2006	2864.00				3423.20
		12/31/2006	2921.60				3492.00
		12/30/2007	3009.60				3596.80
R45	5320 SM Registered Nurse IV						
		07/02/2006		3103.20	3248.80	3467.20	3700.80
		12/31/2006		3165.60	3313.60	3536.80	3775.20
		12/30/2007		3260.80	3412.80	3643.20	3888.80
R45	5325 M A Registered Nurse V						
		07/02/2006		3339.20	3499.20	3744.80	3986.40
		12/31/2006		3405.60	3568.80	3820.00	4066.40
		12/30/2007		3508.00	3676.00	3934.40	4188.00
R45	6320 SM Senior Clinical Psychologist						
		07/02/2006	3179.20	3344.00	3509.60	3685.60	3869.60
		12/31/2006	3242.40	3411.20	3580.00	3759.20	3947.20
		12/30/2007	3340.00	3513.60	3687.20	3872.00	4065.60
R45	6525 SM Senior Psych Social Worker						
		07/02/2006	2922.40	3065.60	3208.80	3360.80	3509.60
		12/31/2006	2980.80	3127.20	3272.80	3428.00	3580.00
		12/30/2007	3070.40	3220.80	3371.20	3531.20	3687.20
R45	5457 PA Senior Public Health Nurse						
		07/02/2006	2714.40	2843.20	2983.20	3125.60	3334.40
		12/31/2006	2768.80	2900.00	3043.20	3188.00	3400.80
		12/30/2007	2852.00	2987.20	3134.40	3284.00	3503.20
R45	6641 SM Senior Rehab Counselor						
		07/02/2006	2922.40	3065.60	3208.80	3360.80	3509.60
		12/31/2006	2980.80	3127.20	3272.80	3428.00	3580.00

		12/30/2007	3070.40	3220.80	3371.20	3531.20	3687.20
R45	6494 SM	Sub Abuse & Crime Prev Mgr					
		07/02/2006	2551.20				3416.80
		12/31/2006	2602.40				3484.80
		12/30/2007	2680.80				3589.60
R45	5870 SM	Suprsvng Therapist					
		07/02/2006	2840.00	2976.80	3123.20	3284.00	3444.80
		12/31/2006	2896.80	3036.00	3185.60	3349.60	3513.60
		12/30/2007	2984.00	3127.20	3280.80	3450.40	3619.20
R45	5686 SM	Vector Control Prg Manager					
		07/02/2006	2167.20				2905.60
		12/31/2006	2210.40				2964.00
		12/30/2007	2276.80				3052.80
R45	5067 SM	Vocational Services Director					
		07/02/2006	3096.80				4365.60
		12/31/2006	3158.40				4452.80
		12/30/2007	3252.80				4586.40

REPRESENTATION UNIT R48

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
8585	SM	Chief Invest, Pub Def Off						
			01/01/2006	4245.60	4456.80	4676.80	4913.60	5155.20
8579	CA	Investigator, Pub Def Office						
			01/01/2006	3076.00	3223.20	3353.60	3521.60	3694.40
8581	SM	Senior Invest, Pub Def Office						
			01/01/2006	3695.20	3880.80	4068.80	4272.80	4483.20

REPRESENTATION UNIT R49

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
6770	SM	Adult Protective Svs Suprvsr						
			07/02/2006	2666.40	2799.20	2931.20	3067.20	3218.40
			12/31/2006	2720.00	2855.20	2989.60	3128.80	3282.40
			12/30/2007	2801.60	2940.80	3079.20	3222.40	3380.80
6053	SM	Asst Dir, Private Indust Coun						
			07/02/2006	3274.40	3443.20	3608.00	3798.40	3985.60
			12/31/2006	3340.00	3512.00	3680.00	3874.40	4065.60
			12/30/2007	3440.00	3617.60	3790.40	3990.40	4187.20
6788	SM	Career Development Spec II						
			07/02/2006	2540.00	2660.80	2798.40	2942.40	3083.20
			12/31/2006	2591.20	2714.40	2854.40	3001.60	3144.80
			12/30/2007	2668.80	2796.00	2940.00	3092.00	3239.20
8511	SM	Chief Asst Pub Guardn-Consrvtr						
			07/02/2006	2998.40	3151.20	3303.20	3476.80	3649.60
			12/31/2006	3058.40	3214.40	3369.60	3546.40	3722.40
			12/30/2007	3150.40	3311.20	3470.40	3652.80	3834.40
6912	PA	Coord Of Mult Cult/Multlin Svs						
			07/02/2006	2470.40				3604.00
			12/31/2006	2520.00				3676.00
			12/30/2007	2596.00				3786.40
6050	SM	Division Director, SSA						
			07/02/2006	3701.60	3884.80	4081.60	4280.80	4507.20
			12/31/2006	3776.00	3962.40	4163.20	4366.40	4597.60
			12/30/2007	3889.60	4081.60	4288.00	4497.60	4735.20
6752	PA	Foster Care Ombudsperson						
			07/02/2006	1968.00				2905.60
			12/31/2006	2007.20				2964.00
			12/30/2007	2067.20				3052.80
6785	SM	Gain Emp Counselor Suprvsr						
			07/02/2006	2419.20	2530.40	2653.60	2782.40	2907.20
			12/31/2006	2467.20	2580.80	2706.40	2838.40	2965.60
			12/30/2007	2541.60	2658.40	2787.20	2923.20	3054.40
6051	EM	Private Industry Council Dir						
			07/02/2006	3735.20	3915.20	4116.80	4318.40	4544.80
			12/31/2006	3809.60	3993.60	4199.20	4404.80	4636.00
			12/30/2007	3924.00	4113.60	4324.80	4536.80	4775.20
6798	SM	Program Development Manager						
			07/02/2006	3188.80	3345.60	3509.60	3689.60	3872.80
			12/31/2006	3252.80	3412.80	3580.00	3763.20	3950.40
			12/30/2007	3350.40	3515.20	3687.20	3876.00	4068.80
1466	PA	Quality Assurance Technician						
			07/02/2006	1917.60	2006.40	2104.80	2213.60	2324.00
			12/31/2006	1956.00	2046.40	2147.20	2257.60	2370.40
			12/30/2007	2014.40	2108.00	2212.00	2325.60	2441.60

6040 SM Section Suprvsr, SSA						
	07/02/2006	2979.20	3129.60	3280.80	3452.80	3623.20
	12/31/2006	3038.40	3192.00	3346.40	3521.60	3696.00
	12/30/2007	3129.60	3288.00	3446.40	3627.20	3807.20
6045 SM Social Services Program Mgr						
	07/02/2006	3274.40	3443.20	3608.00	3798.40	3985.60
	12/31/2006	3340.00	3512.00	3680.00	3874.40	4065.60
	12/30/2007	3440.00	3617.60	3790.40	3990.40	4187.20
6730 SM Social Work Supervisor						
	07/02/2006	2516.00	2633.60	2759.20	2894.40	3027.20
	12/31/2006	2566.40	2686.40	2814.40	2952.00	3088.00
	12/30/2007	2643.20	2767.20	2899.20	3040.80	3180.80
8510 SM Suprvsing Asst Pub Grdn-Consrv						
	07/02/2006	2631.20	2762.40	2903.20	3050.40	3196.80
	12/31/2006	2684.00	2817.60	2961.60	3111.20	3260.80
	12/30/2007	2764.80	2902.40	3050.40	3204.80	3358.40
6778 SM Suprvsing Welfare Investigator						
	07/02/2006	2663.20	2801.60	2939.20	3082.40	3236.80
	12/31/2006	2716.80	2857.60	2997.60	3144.00	3301.60
	12/30/2007	2798.40	2943.20	3087.20	3238.40	3400.80
6030 SM Trust Manager						
	07/02/2006	1916.00	2007.20	2112.80	2212.80	2328.80
	12/31/2006	1954.40	2047.20	2155.20	2256.80	2375.20
	12/30/2007	2012.80	2108.80	2220.00	2324.80	2446.40
6779 SM Welfare Fraud Prevention Dir						
	12/31/2006	3612.80	3788.00	3981.60	4177.60	4396.80
	12/30/2007	3720.80	3901.60	4100.80	4303.20	4528.80

APPENDIX B

DOMESTIC PARTNER DEFINED

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

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 an "Affidavit of Domestic Partnership" 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 statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

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.

APPENDIX C

Alameda County Flood Control and Water Conservation District, Zone 7 job classes represented by Alameda County Management Employees Association are covered by this Memorandum of Understanding except for Section 15. Wages which are set in a separate Memorandum of Understanding between the Board of Director of Zone 7 and Alameda County Management Employees Association.

<u>Item #</u>	<u>Classification</u>
4995M	Flood Control Maintenance Supervisor
4928M	Budget Analyst
4910M	Accounting Manager
4990M	Water Facilities Supervisor
4991M	Water Systems Superintendent
4998M	Facilities Maintenance & Construction Supervisor
4952M	Water Quality Laboratory Supervisor

APPENDIX D

ALAMEDA COUNTY PUBLIC DEFENDER'S OFFICE Educational Training Incentive Program

I. DEFINITION AND PURPOSE

- A. The Educational Training Incentive Program is established within the Alameda County Public Defender's Office to provide incentive in the form of a separate monetary compensation for qualified members of the Department who complete an approved educational program. The purpose of this program is to encourage individuals to improve their knowledge, skills, and effectiveness in the field of criminal defense investigation.
- B. There are specific goals of the incentive plan:
 - 1. To provide recognition for those who have reached or attained higher levels of education.
 - 2. To provide interest in continuing education.
 - 3. To continually upgrade the education and professional levels of the Investigative staff.

II. PROGRAMS REQUIREMENTS

- A. A Training Committee shall be selected by the Chief Investigator of the Public Defender's Office.
- B. The Training Committee will be responsible for developing, planning, and organizing in-house training.
- C. The Training Committee will be responsible for approving and/or denying all training requests.

II. ELIGIBILITY

- A. All participating employees must be in the classification of Public Defender Investigator I/II and must have successfully completed their probation.
- B. Must possess a current CPR Certification and a current First Aid Card.
- C. The employee must acquire the same combinations of education and training combined with the prescribed years of investigative experience that are required for the advanced POST Certificate, or have already obtained an Advance POST Certificate in order to qualify for the Educational Training Incentive Program.

Qualifications for an Advanced P.O.S.T. (Police Officer Standards of Training)

EDUCATION	EXPERIENCE
Master Degree	Four Years
Bachelors Degree	Six Years
Associate of Arts Degree	Nine Years
30 Semester Units	Twelve Years

- D. Any voluntary termination of employment would render the candidate ineligible for further candidacy or benefits of the program until requalification in the event of rehiring.
- E. All candidates must complete 30 hours or 3 quarter units and the required First Aid and CPR certificates within one fiscal year to be eligible in the succeeding fiscal year. No partial requirements will be carried forward.
- F. Those employees who have met the requirements for the incentive program during the previous fiscal year and were promoted during that year shall be entitled to receive the incentive pay.

III. REQUIREMENTS

- A. Participation in the Educational Training Incentive Program is voluntary.
- B. The period of appointment shall be for one year, beginning at the first pay period of the fiscal year and ending with the last pay period of the fiscal year, and the period of appointment for the succeeding fiscal year shall be the first pay period of the succeeding fiscal year and ending with the last pay period of the fiscal year notwithstanding any expiration of the Memorandum of Understanding. Candidates who fail to complete training requirements during one fiscal year's period will not be eligible for the program until the following fiscal year's period.
- C. The candidate/employee must satisfy an annual training requirement of 30 hours or 3 quarter units of pre-approved seminars or college courses and must be completed within the fiscal year (July-June) for the term of the 2001 – 2005 MOU.
- D. A written request shall be submitted by the employee directly to the Training Committee for all courses that are being undertaken for credit in the Educational Training Incentive Program. Once approved, the candidate will be notified that the course(s) are approved, conditional on the candidate passing the course. Date to be determined by the Training Committee.

- E. Classes that will be approved shall be those classes which are required in order to receive a college degree, those classes in a college criminal justice program, classes in the behavioral sciences. Candidates may take courses in accredited public or private schools, college, or universities which are undertaken for the purpose of improving their efficiency, knowledge or competency in the performance of their duties. Repeat courses shall not be approved.
- F. The decision to approve training classes shall rest with the Training Committee subject to advance approval by the Chief and the Public Defender. The Chief and the Public Defender shall review the decision of the Training Committee in any instance in which the employee requests and shall not be grievable.
- G. The Department shall annually publish a list of approved courses. Employees wishing to receive credit for courses not on the list may request approval in advance of enrollment.
- H. Six quarter units or four semester units of approved public school, college or university work shall be equivalent to 60 hours of classroom study. Three quarter units or two semester units equal 30 hours.
- I. Candidates attending approved classes for the incentive training program will be required to complete the courses with a passing grade of at least a "C" or the numerical equivalent. A "pass" must be obtained on a "pass-fail" course.
- J. Routine required or mandated refresher courses, such as all Departmental CPR and First Aid must be completed in order to be eligible for the Educational Training Incentive Program, but will not be credited as approved training.
- K. All time spent in preparation and attendance shall be off duty and shall be at no cost to the County of Alameda.
- L. Credit will not be given for mandatory attendance at any in-service training classes.
- M. Normal expenses, such as travel, parking, registration, fees, and meals, will not be approved if the training activities are undertaken to qualify for the program.
- N. All training must be commensurate with the candidate's classification and prior education and training experience as determined by the Training Committee.
- O. It is the employee's responsibility to submit satisfactory evidence of completion and qualification as set forth and required by the Training Committee by July 1 of each year. Final determination of qualifications shall be at the discretion of the Chief Investigator subject to the approval of the Public Defender and shall not be grievable.
- P. The Public Defender's Office Educational Training Incentive Program outlined in full detail in the Alameda County Salary Ordinance shall continue in full force and effect for the life of the 2001-2005 ACMEA, General Government Unit Memorandum of Understanding.

APPENDIX E

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)

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