



**Human Resource Services**

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September 19, 2023

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

SUBJECT: ADOPT: 1) INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS (“IFPTE”), LOCAL 21 ALAMEDA COUNTY COUNSELS’ ASSOCIATION (“ACCA”) MEMORANDUM OF UNDERSTANDING (“MOU”); AND 2) SALARY ORDINANCE AMENDMENT TO UPDATE SUBSECTION 1-1.1

Dear Board Members:

**RECOMMENDATIONS:**

- A. Adopt an Ordinance approving the November 13, 2022 through November 22, 2025 Memorandum of Understanding (“MOU”) between the International Federation of Professional and Technical Engineers (“IFPTE”), Local 21 Alameda County Counsels’ Association (“ACCA”) and the County of Alameda (“County”); and
- B. Adopt a Salary Ordinance amendment to update Article 1, Section 1-1 (Pay Rate Schedules), Subsection 1-1.1, to reflect the negotiated wage increases and applicable special salary adjustments of the ACCA MOU for classifications in Representation Unit R65.

**DISCUSSION/SUMMARY:**

The ACCA MOU expired and fully terminated as of November 12, 2022. To reach agreement on a successor MOU, representatives of the County and representatives of ACCA (collectively herein, the “Parties”) held 25 negotiation sessions beginning September 22, 2022. While the MOU expired and fully terminated on November 12, 2022, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the completion of the collective bargaining process. The collective bargaining process is now complete, and the Parties reached agreement on a successor MOU.

As such, we recommend that your Board adopt an Ordinance approving the November 13, 2022 through November 22, 2025 MOU between the Parties. This new MOU includes the updated provisions as summarized in the attached Summary of Significant Negotiated Terms.

Furthermore, we recommend that Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 of the Salary Ordinance be updated to reflect the negotiated wage increases and applicable special salary adjustments for the classifications in Representation Unit R65.

**FINANCING:**

Funds are available in the 2023-2024 Approved Budget and will be included in future years’ requested budgets to cover the costs resulting from the recommendations.

**VISION 2026 GOAL:**

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

Very truly yours,

DocuSigned by:

*Margarita Zamora*

24C68D85E07AA48D  
Margarita Zamora, Acting Director  
Human Resource Services

c: CAO  
Auditor-Controller  
County Counsel

**IFPTE, LOCAL 21 ALAMEDA COUNTY COUNSELS' ASSOCIATION  
(REPRESENTATION UNIT R65)  
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS  
November 13, 2022 through November 22, 2025**

<b>MOU Section</b>	<b>Change Summary</b>
Preamble	Update term of successor MOU as November 13, 2022 through November 22, 2025.
Section 1. Recognition	Codify Union represents employees in Rep Unit R65.
Section 2. No Discrimination	Update protected categories as defined by federal and state laws.
Section 3. Union Security	Incorporate Janus/SB 866 Sideletter of Agreement ("SLA") language and additional cleanup.
Section 4. Access to Employees; Use of Bulletin Boards; Use of County Facilities; Meetings; Shop Stewards; Data	Incorporate AB 119 New Employee Orientation language and additional cleanup.
Section 5. Access to Employees	Add new employee orientation.
Section 6. Leave of Absence	Incorporate leave less than a day and bereavement leave (AB 1949) provisions.
Section 7. Holidays	Add Juneteenth holiday.
Section 8. Vacation Leave	Eliminate when vacation can be taken.
Section 9. Health and Welfare	<u>Share the Savings:</u> PY 2024 – Increase each tier by \$100 (\$300, \$250, \$200, \$200). <u>Dental Maximum:</u> PY 2024 - Increase dental maximum to \$1,900.
Section 10. Life and Disability Insurance Benefits	Add new section for Life and Disability Insurance benefits.
Section 11. Wages	Effective 6/25/23: 6% wage increase; and 5% special adjustment. Effective 2/4/24: 5% wage increase. Effective 2/2/25: 4% wage increase. Effective Board Adoption – One-time payment of \$4,000.
Section 14. Premium Conditions	Add State Bar License provision; add Longevity Pay – 1% at 10 years and an additional 1% at 20 years of continuous service.
Section 19. Scope and Term of MOU	Update term of MOU November 13, 2022 to November 22, 2025.
Retain existing SLAs: <ul style="list-style-type: none"> <li>• Billable Hours Policy</li> <li>• Labor Management Committee</li> <li>• Information Document – Emergency Preparedness</li> <li>• Updated Job Sharing Pilot Program</li> </ul>	Retain existing SLAs.
Delete SLAs: <ul style="list-style-type: none"> <li>• One-time payment</li> <li>• Annual Dental Coverage Limit</li> <li>• Telecommute Policy</li> <li>• Information Letter (Debit Cards for FSA)</li> <li>• New Employee Orientation</li> <li>• Share the Savings</li> <li>• Unfair Labor Practice</li> </ul>	Delete obsolete SLAs.

Approved as to Form  
DONNA ZIEGLER, County Counsel

By   
Kristy van Herick, Asst. County Counsel

Ordinance No.

**AN ORDINANCE APPROVING THE  
NOVEMBER 13, 2022 THROUGH NOVEMBER 22, 2025 MEMORANDUM OF UNDERSTANDING WITH  
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21 ALAMEDA  
COUNTY COUNSELS' ASSOCIATION**

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

**SECTION I**

The November 13, 2022 through November 22, 2025 Memorandum of Understanding, between the County of Alameda negotiators and the International Federation of Professional and Technical Engineers, Local 21 Alameda County Counsels' Association applicable to employees in Representation Unit R65, is hereby approved and incorporated herein by reference.

By   
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE 2023-2024  
COUNTY OF ALAMEDA SALARY ORDINANCE

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

**SECTION I**

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

Job Code	Title	Unit Code	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status
3220   PA	Associate County Counsel	R65	2/6/2022	\$4,161.60				\$6,284.00	N
			6/25/2023	\$4,632.00				\$6,993.60	
			2/4/2024	\$4,864.00				\$7,343.20	
			2/2/2025	\$5,058.40				\$7,636.80	
3230   PA	Deputy County Counsel	R65	2/6/2022	\$6,485.60				\$8,975.20	N
			6/25/2023	\$7,218.40				\$9,989.60	
			2/4/2024	\$7,579.20				\$10,488.80	
			2/2/2025	\$7,882.40				\$10,908.00	

**SECTION II**

This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN THE**

**ALAMEDA COUNTY COUNSELS ASSOCIATION  
IFPTE, LOCAL 21, AFL-CIO**



**AND THE**

**COUNTY OF ALAMEDA**



**November 13, 2022 – November 22, 2025**

**2022-2025  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE ALAMEDA COUNTY COUNSELS ASSOCIATION, IFPTE, LOCAL 21  
AND THE COUNTY OF ALAMEDA**

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**2022 – 2025  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE ALAMEDA COUNTY COUNSELS ASSOCIATION,  
IFPTE, LOCAL 21 (AFL-CIO)  
AND  
THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County," and the Alameda County Counsels Association, IFPTE Local 21, AFL-CIO, hereinafter designated as "Union," as a recommendation to the Board of Supervisors of the County concerning the conditions of employment to be in effect during the period November 13, 2022 through November 22, 2025 for those employees working in the representation unit referred to and further described in Section 1. (Recognition) of this MOU.

**SECTION 1. RECOGNITION**

The County recognizes the Union as the exclusive bargaining representative for all full-time, part-time, permanent, provisional and probationary employees in Representation Unit R65, in the classifications specifically enumerated in Appendix A of this MOU.

**SECTION 2. NO DISCRIMINATION**

**2.A. DISCRIMINATION PROHIBITED.** No person in the classified Civil Service shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, race, color, sex, creed, national origin, gender identity, sexual orientation, age, physical/mental disability, medical condition, religion, military or veteran status, or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection 2.A. shall only be processed according to the procedures contained in Appendix C (Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU, and shall be excluded from Section 12. (Grievance Procedure).

**2.B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or to not engage in union activity. Complaints arising pursuant to the provisions of this subsection 2.B. shall be processed through the grievance procedure in Section 12. (Grievance Procedure) of this MOU, not the Employment Discrimination Complaint Procedures.

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

**SECTION 3. UNION SECURITY**

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

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

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

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

**SECTION 4. RELEASE TIME**

**4.A. MEET AND CONFER.** Up to two (2) officers or authorized representatives of the Union who are County employees may utilize release time during normal working hours without loss of pay or benefits for meeting and conferring with County management on matters within the

scope of representation. The use of release time for this purpose shall be reasonable in amount and shall not interfere with the performance of County services.

**4.B. NEW EMPLOYEE ORIENTATION.** Release time shall also be allowed for one (1) member designated by the Union to meet with new employees within ten (10) calendar days of an employee's hire date. In the event there is more than one (1) new employee on-boarded in the same pay-period, only one (1) meeting shall occur with all new employees. A meeting scheduled with new employees shall not exceed thirty (30) minutes.

To obtain permission to meet with a newly-hired employee under this subsection the Union member or Union staff representative shall submit a request for release time to conduct the meeting at a specific date and time to the Department Head (or designee), at least two (2) working days prior to the Union's requested date and time for the meeting. The Department shall coordinate with the appropriate supervisors of the Union member and the newly hired employee(s) to schedule the meeting as requested subject to non-interference with business needs. The Union's requested time shall not be unreasonably denied. In the event the Union's staff representative also attends the meeting, the Union's staff representative shall notify the Department Head (or designee), at least two (2) working days prior to the meeting, so that the Department can designate a separate space where the meeting shall be held.

**4.C. STEWARDS.** The stewards of the Union shall be made known to the Director of Human Resource Services on a yearly basis and updated as changes occur.

## **SECTION 5. UNION RIGHTS**

**5.A. ACCESS TO EMPLOYEES.** Any Union staff representative may have reasonable access to contact individual employees in County facilities during business hours on matters within the scope of representation. The Union staff representative must obtain permission for such contact from the Department Head. Such permission will not be unreasonably denied. When contact at the work location is precluded by confidentiality of records, work situation, health and safety of employees or the public, or by disturbance to others, the Department Head shall have the right to make arrangements for a contact location removed from the work area. Unscheduled arrivals during business hours at County facilities of the Union staff representative for the purpose of contacting individual employees without prior approval of the Department Head will not be allowed. No contacts by the Union staff representative shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Union business except as provided in subsection 4.B. (New Employee Orientation), above.

**5.B. MEETINGS.** Meetings of a Union staff representative and a group of employees shall not be permitted during working hours except as provided in subsections 4.B. (New Employee Orientation), 5.A. (Access to Employees) or Section 12. (Grievance Procedure).

**5.C. ACCESS TO RECORDS.** An employee shall be permitted to review their own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Union representative when accompanied by the employee or

upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. Third party reference material shall not be made available.

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

**5.E. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only on duly requested and authorized leave time. The Union will reimburse the County for costs associated with use of County facilities, if any.

**5.F. ACCESS TO NEW EMPLOYEES.**

1. **Definitions.** For all purposes of this subsection 5.F., the following definitions shall apply:
  - a. **Employee.** Any employee, whether permanent, temporary, full-time, part-time, or seasonal.
  - b. **New Employee Orientation (NEO).** The on-boarding process of a newly-hired employee, including an employee who has promoted, demoted, reinstated, or transferred into the bargaining unit, whether in person, online, or through other means or mediums in which employees are advised of their employment status, rights, benefits, duties and responsibilities, or any other employment-related matters.
2. **NEO.** The Alameda County Human Resource Services (HRS) Employee Benefits Center (EBC) coordinates a county-wide NEO for all new employees hired into the County. The NEO is regularly scheduled for the Friday of the first week of each pay period, from 8:30 a.m. to 1:00 p.m. It is the County's policy that NEOs are mandatory for all newly hired employees and that such new employees attend an NEO as promptly as possible after the first day of employment. In the event an employee does not attend the NEO that they were initially scheduled to attend, they will be scheduled to attend the next available NEO.
  - a. **Designated Representative.** The Union shall designate a representative who will serve as the single point of contact for NEO-related matters. The Union shall inform the County of any changes to the designated representative.

- b. **Notice of Schedule.** The County shall provide the Union's designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year no later than the last full pay period in December of each preceding year. If there are any changes to the scheduled dates, EBC will notify the Union's designated representative as soon as possible.
- c. **List of New Employees.** The EBC shall provide, via email to the Union's designated representative, notice containing the information, in sortable electronic format, regarding new employees who are represented by the Union and are scheduled to attend the upcoming NEO session no later than the close of business on the Monday prior to the scheduled NEO. Such information shall also include any employees who have promoted, demoted, reinstated, or transferred into the bargaining unit effective that pay period. A shorter notice may be provided under mitigating circumstances, in which case the EBC will provide the information as soon as possible and prior to the NEO date.

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

- d. **Union Orientation.** Within ten (10) calendar days of Local 21's receipt of the new employee list provided for in subsection 2.(c) above, the newly-hired employee(s) shall be released during their regular work schedule and without loss of compensation to meet with one (1) Union-designated member and/or staff representative at their worksite for a thirty (30) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation. The orientation shall not occur during a rest or meal break. The orientation shall not exceed the allotted thirty (30) minutes. The Union shall be permitted to reserve a separate room designated by the Department for the orientation, provided one is available.
- e. **Provision of Information.** On a quarterly basis, the County shall provide to the Union, in sortable electronic format, information regarding all employees in the bargaining unit on record as of the pay period containing March 1, June 1, September 1, and December 1 of each year, respectively. The information shall be provided to the Union by the last Friday of the month in March, June, September, and December of each year, respectively. The information shall include the following data to the extent it is in the County's possession:
1. Name
  2. Employee Identification Number
  3. Classification
  4. Job Code
  5. Department
  6. Union Code Description

7. Work Address
8. Work, Home, and Personal Cellular Telephone Numbers
9. Work and Personal Email Addresses
10. Home Address
11. Date of Hire
12. Hourly Salary
13. Annual Salary

## **SECTION 6. LEAVES OF ABSENCE**

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

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

**6.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 their military orders which specify the dates and duration of such leave.

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

- a. Paid military leave, which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of two-hundred and forty (240) working hours during ordered military leave, including-necessary travel time. The 240-hour limit reflects the equivalent of thirty (30) 8-hour days but is designated in hours to account for alternative work schedules.
- b. During the period specified in subsection 6.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
- c. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
- d. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

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

- 6.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Department Head may grant an employee a leave of absence without pay from their position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- 6.E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.
- 6.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one (1) year.
- 6.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 a 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.
- 6.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 from the position which they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.
- 6.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified County Service, who is appointed to the Project position, may be granted a leave of absence without pay from the classification in which they have tenure, by the Department Head, for the duration of said employee's assignment to the special project.
- 6.J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing their work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Department Head, be granted leave of absence without pay during such disability to accept such employment.
- 6.K. PREGNANCY LEAVE.** A pregnant employee is entitled to receive a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensating time off or sick leave, when eligible, during the period of pregnancy and child



bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave with pay accumulated pursuant to Alameda County Administrative Code Section 3-20. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

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

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

Such an employee may elect to take accrued vacation or compensating time off during the period of child bonding leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to fathers, domestic partners or adoptive parents unless they are otherwise eligible to use it as provided in Administrative Code Chapter 3-20.

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

**6.M. BEREAVEMENT LEAVE.** A regularly scheduled employee shall be granted up to five (5) days' leave of absence with pay by the Department Head because of a death in the immediate family. Employees requesting such leave must complete and submit the Bereavement Leave Statement within thirty (30) days of the start of the bereavement leave. Bereavement leave shall be

completed within three (3) months of the date of death of the immediate family member. Bereavement leave may be taken in single day increments.

For purposes of this subsection 6.M. (Bereavement Leave), "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (as defined in Appendix B (Domestic Partner Defined)) son, stepson, daughter, stepdaughter, children of domestic partner, 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 son-in-law, daughter-in-law, brother-in-law, or sister-in-law.

Entitlement to leave of absence under this subsection 6.M. (Bereavement Leave) 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.

**6.N. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA.** Leave of absence with pay shall be granted to a person while going to and from court and while serving on jury duty or answering a subpoena as a witness. Any jury duty or witness fee awarded to such person, less reimbursement for mileage, shall be deposited with the County Treasurer-Tax Collector.

**6.O. FAMILY AND MEDICAL LEAVE.** It is the County’s intent to comply fully with the requirements of the federal Family and Medical Leave Act (FMLA)

**6.P. DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY.**

Employees occupying positions in designated management classifications and who are exempt from the overtime provisions of the Fair Labor Standards Act shall have appropriate leave balances reduced for absences of less than one (1) workday, except that such employees shall be placed on leave without pay or absence without leave authorization (AWOL) for absences less than one (1) workday when paid leave is not used because:

1. Permission for its use has not been sought, or has been sought and denied;
2. Paid leave is exhausted; or
3. The employee chooses to use leave without pay.

**SECTION 7. HOLIDAYS AND MANAGEMENT PAID LEAVE**

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

1.	<b>Date Observed</b>	<b>Known As</b>
	January 1	New Year’s Day
	Third (3 <sup>rd</sup> ) Monday in January	Dr. Martin Luther King, Jr. Birthday
	February 12	Lincoln’s Birthday
	Third (3 <sup>rd</sup> ) Monday in February	Presidents’ Day

1.

Date Observed	Known As
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First (1 <sup>st</sup> ) Monday in September	Labor Day
November 11	Veteran’s Day
Fourth (4 <sup>th</sup> ) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas

2. All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three (3) or more members of the Board of Supervisors.
3. In the event the date of observance of any of the foregoing holidays that coincide with a State holiday, set forth in the California Government Code Section 6700 is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this MOU.

**7.B. FLOATING HOLIDAYS.** Floating holidays will be allocated and used on a calendar year basis. Employees hired prior to July 1 of each year shall be entitled to four (4) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Department Head and taken within the calendar year. Any Floating Holiday not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited. Employees hired after July 1 shall not be entitled to these floating holidays for the calendar year in which the employee was hired. Less than full-time employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work as of January 1.

Effective January 1, 2011, floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee’s full-time status. The adjustments to the floating holiday hour balance shall not exceed the full-time equivalent amount for four (4) days of floating holidays (32 hours for 80 hour pay period employee and thirty (30) hours for 75-hour per pay period employee) or the full-time equivalent amount in effect for the calendar year. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

**7.C. VALUE OF A HOLIDAY.** The value of a holiday which falls during a pay period is one tenth (1/10) of an employee’s time spent in paid status during said paid period, excluding overtime. The maximum value of a holiday is eight (8) hours for a classification normally scheduled to work eighty (80) hour per pay period.

**7.D. 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 subsection 7.A. (Holidays Defined), these employees shall be entitled to as many in-lieu holidays as is necessary to make the number of holidays equal to the number of holidays as specified in subsection 7.A. (Holidays Defined). An in-lieu holiday must be scheduled by mutual agreement of the employee and the Department Head, and taken within the fiscal year, except the Department Head may in writing authorize the in-lieu holiday to be carried over for one (1) fiscal year only. The in-lieu holiday will be granted on an hour-for-hour basis, up to eight (8) hours, pursuant to the number of hours worked on the County designated holiday.

**7.E. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** For employees, except as specified below:

In the event that January 1, February 12 (known as Lincoln's Birthday), June 19 (known as Juneteenth), July 4, November 11 (known as Veteran's Day), or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

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

An employee appointed after the start of the calendar year shall receive paid management leave of absence prorated at the rate of 4.67-hours each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid management leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

**SECTION 8. VACATION LEAVE**

Employees shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. 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 the proportion of the hours worked within that pay period to the normal full-time pay period for the job classification.

**8.A. VACATION ACCRUAL.** Effective December 27, 2020, employees shall accrue vacation leave as follows:

1. **Two (2) weeks accrual.** Employees shall accrue two (2) weeks of vacation annually until completion of one-hundred and four (104) full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
2. **Three (3) weeks accrual.** Employees shall accrue three (3) weeks of vacation annually after the completion of one-hundred and four (104) full-time biweekly pay periods (4 years) of continuous employment and until completion of two-hundred eighty-six (286) full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
3. **Four (4) weeks accrual.** Employees shall accrue four (4) weeks of vacation annually after the completion of two-hundred eighty-six (286) full-time biweekly pay periods (11 years) of continuous employment and until completion of five-hundred twenty (520) full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
4. **Five (5) weeks accrual.** Employees shall accrue five (5) weeks of vacation annually after the completion of five-hundred twenty (520) full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

**8.B. CASH PAYMENT IN LIEU OF VACATION LEAVE.** Employees who accrue vacation leave pursuant to subsection 8.A. (Vacation Accrual) and who leave the County service for any reason, shall be paid at the biweekly or hourly rate for their classification set forth in Appendix A (Job Classifications and Salaries), for unused vacation accrued to the date of their separation.

**8.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.** Effective December 27, 2020, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum balance and shall not recommence until the employee’s vacation leave balance falls below their maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances below their maximum allowable balance, Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of the request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

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

- 8.D. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.
- 8.E. MAXIMUM VACATION LEAVE.** Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient vacation leave to do so. Employees with the permission of their Department Head may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient vacation leave to do so.
- 8.F. DEFINITION.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.
- 8.G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing a year of continuous employment for the purpose of this Section, provided further, that for purposes of qualifying for fifteen (15), twenty (20), or twenty-five (25) working days' vacation leave, where employees have been employed by the County without interruption for the past ten (10) years, all service of such employees shall be deemed to have been continuous.
- 8.H. WHEN VACATION MAY BE TAKEN.** Paid leave may be granted up to a maximum of eighty (80) hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave. Vacations will be scheduled by mutual agreement between the Department Head and the employee.
- 8.I. PERSONAL LEAVE.** Employees shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave. The Department Head shall not deny a request for this leave except for reasons critical to the operation of the department.
- 8.J. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A (Job Classifications and Salaries) that such employee would have been entitled to receive, including premium pay, while in active service during such vacation period.
- 8.K. VACATION TRANSFER.** Married couples or domestic partners employed by the County may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner (as defined in Appendix B) per each event of maternity, paternity and adoption.
- 8.L. EMPLOYEE ENTRY INTO THE BARGAINING UNIT COVERED BY THIS MOU.** Effective [two pay periods after the adoption of the MOU by the Board of Supervisors] employees hired on or after December 27, 2020 and who come from a County representation unit where the

vacation accrual limits are not subject to provisions equivalent to those in subsection 8.A (Vacation Accrual) above shall be subject to the provisions outlined in subsection 8.A. (Vacation Accrual) above. Notwithstanding the above, upon entry into this bargaining unit, those employees who have a vacation balance in excess of two (2) times their annual accrual rate, shall have their vacation balance reduced and subject to the maximum balance as provided in subsection 8.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into the bargaining unit to allow time for the employee to reduce their balance below their applicable maximum balance. Effective that pay period containing January 1, the vacation leave balance of any employee that exceeds the applicable maximum balance will be paid in cash for the amount of vacation leave exceeding the applicable maximum balance listed in subsection 8.A. (Vacation Accrual).

The Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of the request is to reduce their accrued vacation leave balances to the applicable maximum balance.

#### **8.M. VACATION PURCHASE PLAN.**

1. Only full-time employees who have completed less than one hundred four (104) full-time biweekly pay periods (4 years) of continuous employment and accruing vacation at the two (2) week per year rate may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
  - a. In the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement between the employee and the Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
  - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
  - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
  - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.

- e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
  - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
  - g. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.
  - h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
    - 1) The County shall cease deduction and no additional days will be allowed for purchase.
    - 2) The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
    - 3) The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
    - 4) For purchased vacation remaining and unused though the final pay period of the calendar year, as set forth in subsection h.3. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay period of the following year.
    - 5) If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
  - i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
  - j. 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 subsection 8.B. (Cash Payment in Lieu of Vacation Leave) of this MOU.
2. An employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the County contributions towards premium based and accrued benefits including retirement, county medical and



dental plans, sick leave and vacation time for all biweekly hours or portions thereof coded as purchased vacation. These prorated premium costs shall be deducted from the employee's pay check for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation or sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards County seniority, hours in step, towards the completion of the probationary period, or retirement service credit.

a. **Medical premiums.**

- 1) The employee will pay a prorated amount of the County's contribution toward medical premiums based on purchased vacation hours used.
- 2) If the employee uses more than 37.5/40 purchased vacation hours in a pay period, the employee will be responsible for the entire medical premium.

b. **Dental premiums.** If the employee uses more than 37.5/40 purchased vacation hours in a pay period, the employee will be responsible for the entire dental premium.

c. **Leave Accruals.** The employee will not accrue sick leave or vacation when using purchased vacation hours.

d. **Retirement.** The County will not contribute towards retirement when using purchased vacation hours.

e. **Seniority.** The employee will not accrue seniority when using purchased vacation hours.

f. **Time Reporting.** The employee must use time reporting code "VBN" when using purchased vacation hours.

g. **Holidays.**

- 1) The employee will not be eligible to receive holiday pay if the employee uses purchased vacation hours the day before and/or the day after a holiday and;
- 2) Holiday pay will be pro-rated based on the number of purchased vacation hours used during that pay period.

**8.N. VACATION SELLBACK.** Employees may receive equivalent cash payment for up to fifteen (15) vacation days per fiscal year. This benefit shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work. In lieu of, or in addition to the foregoing, employees may have accrued vacation leave credited against their transition pay obligation to the County. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary supplementary short-term or voluntary long-term disability insurance in accordance with subsection 10.C. (Voluntary Disability Insurance Policies).

## **SECTION 9. HEALTH AND WELFARE**

**9.A. MEDICAL PLANS.** The County offers Health Maintenance Organization (“HMO”) medical plan options and a Preferred Provider Organization (“PPO”) or Indemnity medical plan. Alternative plan options listed in subsection 9.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 9.A.1. (Payment of Premiums) below:

1. **Payment of Premiums.**

**Plan Year 2022.** Effective February 1, 2022, the County will pay eighty-five percent (85%) of the total semi-monthly premium of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan toward the total semi-monthly premium for a PPO or Indemnity plan at the corresponding level of coverage (i.e., Self, Self +1 Dependent, Family). The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. **Proration.** The County contribution in subsection 9.A.1. (Payment of Premiums) shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 8.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly premium for the benefit.

**9.B. DENTAL PLAN.** The County offers both a Dental Health Maintenance Organization (“DHMO”) plan and a dental Preferred Provider Organization (“PPO”) plan option. Alternative plan options listed in subsection 9.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from available options.

1. **Payment of Premiums.** For coverage through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) provided

that the employee is on paid status (excluding vacation purchase hours referenced in subsection 8.M. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay-period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

2. **Maximum Annual Dental Coverage Limit.** The maximum annual dental coverage limit paid for by the County for each covered employee is listed below:

**Plan Year 2021.** Effective Plan Year 2021, the maximum annual dental coverage limit is one thousand seven hundred fifty dollars (\$1,750).

**Plan Year 2024.** Effective Plan Year 2024, the maximum annual dental coverage limit shall increase to one thousand nine hundred dollars (\$1,900).

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

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

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

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

2. **Duplicate Coverage.** This subsection applies to married County employees or employees in domestic partnerships (as defined in Appendix B – Domestic Partners) and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other within the same medical or dental plan.
  - a. **Medical Plan Coverage.** Married County employees or employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of Medical Plan coverages:

- Up to one (1) full family PPO or Indemnity plan.
- Up to one (1) full family HMO plan.
- Up to one (1) full family HMO membership with up to one (1) full family PPO or Indemnity plan.
- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

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

- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) PPO full family Supplemental dental plan.
- Up to one (1) full family PPO or Indemnity dental plan together with up to one (1) full family DHMO dental plan.
- Up to one (1) full family DHMO dental plan.
- Up to one (1) full family PPO/Indemnity dental plan.

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

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

- a) **Medical Plan.** Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 8.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 9.A.2. (Proration).
- b) **Dental Plan.** Employees on leave without pay (including vacation purchase hours referenced in subsection 8.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium.

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

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

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

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

**9.D. SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 9.A. (Medical Plans) and who have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to proration as outlined in subsection 9.D.2. (Proration).

1. **Tiers and Monthly Stipend.** Effective Plan Year 2015, the County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

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

Effective Plan Year 2024, the County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

2. **Proration.** The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 8.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that biweekly pay period.
  
3. **Effects of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 8.M. (Vacation Purchase Plan) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 9.D.2. (Proration).

**9.E. CAFETERIA BENEFIT PLAN.** Employees are eligible to participate in the County’s Cafeteria Benefit Plan. The County’s Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the Internal Revenue Service regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (outlined in subsection 9.F. (County Allowance) below) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of employment in the case of a new employee, or if an employee becomes eligible due to an employment status change (i.e., Temporary Assignment Pool employee transfers to or promotes into an eligible classification), the employee may allocate from the employee’s salary, on a pre-tax basis, an amount to the Health Care Flexible Spending Account (“FSA”).

Except as governed by the County Allowance (subsection 9.F.), no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds and shall not be reimbursed to employees.

**9.F. COUNTY ALLOWANCE** Employees eligible to participate in the County Allowance for benefits shall continue to receive the County Allowance subject to any amendments/changes that may occur from time-to-time at the sole discretion of the Board of Supervisors. County Allowance contributions are made on a semi-monthly basis and subject to proration as outlined in subsection 9.F.2. (Proration).

1. **Annual Allowance.**

**Plan Year 2022.** The annual County Allowance amount shall be three thousand five hundred dollars (\$3,500) per calendar year.

2. **Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one (1) representation group to another, shall be entitled to a prorated amount stipulated in subsection 9.F.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 9.F.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

3. **Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, employees may not make any changes to their County Allowance allocation or FSAs during the plan year.
4. **Unallocated and/or Unused Funds.** Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 9.E. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care FSA pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

**SECTION 10. LIFE AND DISABILITY INSURANCE BENEFITS****10.A. LIFE INSURANCE.**

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

Employees who purchase their own supplemental life insurance may also purchase life insurance for their spouse/domestic partner and/or dependent children, subject to the EBC guidelines.

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

**10.C. VOLUNTARY DISABILITY INSURANCE POLICIES.** Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 8.N (Vacation Sellback) or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

**SECTION 11. WAGES**

**11.A. SALARY INCREASES.** Salaries for employees in classifications as set forth in Appendix A (Job Classifications and Salaries) shall be as follows:

1. **June 25, 2023.** Effective June 25, 2023, salaries shall be increased by six percent (6%).
2. **February 4, 2024.** Effective February 4, 2024, salaries shall be increased by five percent (5%).
3. **February 2, 2025.** Effective February 2, 2025, salaries shall be increased by four percent (4%).



If the classifications of Deputy District Attorney, Assistant/Senior Deputy District Attorney I and Assistant/Senior Deputy District Attorney II in the District Attorney’s office receive a salary increase, the classifications of Deputy County Counsel and Associate County Counsel in the County Counsel’s office will receive the same increase effective the same date. Any salary increases under this subsection shall bring salaries for the County Counsel classifications equal to, but not greater than, the salaries for the District Attorney classifications listed.

**11.B. SPECIAL ADJUSTMENT.** Effective June 25, 2023, salaries shall be increased by five percent (5%) as a special adjustment.

**11.C. ONE-TIME PAYMENT.** Employees on paid status in the pay period containing August 1, 2023 (July 23, 2023 through August 5, 2023) shall receive a one-time lump sum gross payment as follows:

Date of Hire	One-Time Payment Amount
Prior to March 5, 2023	\$4,000
March 5, 2023 through April 1, 2023	\$3,000
April 2, 2023 through April 29, 2023	\$2,000
April 30, 2023 through May 27, 2023	\$1,000

The payment shall be made as soon as administratively possible after adoption of this successor MOU by the Board of Supervisors.

**11.D. EMPLOYER PAID MEMBER CONTRIBUTION.**

1. **Classic Members.** Effective December 22, 2002, for those “classic” employees (employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”)) 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 ACERA that equals three percent (3%) of the employee’s salary as an employer paid member contribution (“EPMC”).
2. **New Members.** Employees who are Tier IV members (New Members as defined by PEPRA) of ACERA are excluded from the provisions of subsections 11.D.1. (Classic Members), above.
3. **EPMC Amendment.** Effective December 24, 2023, for employees completing twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours for 80-hour classifications), the County’s EPMC as provided in subsection 11.D.1. (Classic Members) shall be reduced from three percent (3%) to two percent (2%).

4. **Proration.** The County contribution set forth in subsection 11.D.1 (Classic Members) 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 the proportion of pensionable earnings within that pay period to the normal full-time pay period for the job classification.

## **SECTION 12. GRIEVANCE PROCEDURE**

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

**12.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.

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

1. **Step One.** Any employee who believes they have a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor. An authorized representative of the Union, if requested by the employee, may assist in the presentation of a grievance at any level of the grievance procedure. The immediate supervisor shall have five (5) working days from the date of the informal discussion to verbally respond to the employee.
2. **Step Two.** If a satisfactory solution is not accomplished by informal discussion, the employee shall have five (5) working days following the supervisor's verbal response or ten (10) working days from the date of the informal discussion, whichever is later, to file the grievance in writing with the Chief Assistant County Counsel. The Chief Assistant County Counsel shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at and participate in any such hearing as may be convened. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the County Counsel.
3. **Step Three.** The County Counsel shall have fifteen (15) working days in which to review, hold a hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the County Counsel, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step

may be extended by mutual agreement between the County Counsel and the employee or their representative.

**12.D. UNION GRIEVANCE.** The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by Sections 3. (Union Security), 4. (Release Time), 5. (Union Rights), and 14. (Positions Designated Bilingual) of this MOU or by the Administrative Code Section 3.04.050, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the County Counsel and heard and determined pursuant to the provisions of the third step of the grievance procedure.

**12.E. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 3 of subsection 12.C. (Departmental Review and Adjustment of Grievances) herein, the grievant or their representative may, within thirty (30) days after receipt of the decision of the County Counsel made pursuant to said subsection 12.C. (Departmental Review and Adjustment of Grievances), request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or their designee, shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services, or their designee, shall have twenty (20) working days in which to review and seek adjustment of the grievance.

**12.F. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the informal review hearing of subsection 12.E. (Informal Review by Director) herein, the grievant or their representative may, within fifteen (15) working days after receipt of the decision of the Director of Human Resource Services, or their designee, pursuant to said subsection 12.E. (Informal Review by Director), request that the grievance be heard by an arbitrator.

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

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

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

**12.J. 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.

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

1. Up to sixty (60) days after the County's alleged failure was reasonably discoverable, or,
2. Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of the grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

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

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

**12.L. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection 12.K. (Limitation of Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a 60-day period. The application of this period shall be as follows. The earlier of:

1. The 60-day period is limited to that which immediately precedes the filing of the grievance, or,
2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsections 12.K.1. and 12.K.2., above.

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

**12.M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this subsection the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those

cases in which an employee elects to represent himself or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

**12.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 12.D. (Union Grievance) and 12.E. (Informal Review by Director) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

### **SECTION 13. 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 they have suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work their regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

#### **13.A. Eligibility**

1. The tenured recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive one-hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours, and in increments of four (4) hours for less than full-time employees. All donations are irrevocable. Employees may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions

will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed one hundred percent (100%) of the employee's gross salary.

#### **SECTION 14. PREMIUM CONDITIONS**

**14.A. BILINGUAL PAY.** Effective July 1, 2018 and upon the recommendation of the Department Head and the approval of the Director of Human Resource Services, an employee occupying a position designated as requiring fluency in a language other than English shall receive an additional fifty-five dollars (\$55.00) per biweekly pay period. An employee occupying such a position and having fluency in three (3) or more languages shall receive sixty dollars (\$60.00) per pay period provided that the employee is required to utilize such additional languages in the course of their duties for the County.

**14.B. STATE BAR FEES.** The County shall pay the basic annual California State Bar membership fees, less the stated amount deductible for nonchargeable State Bar activities, for employees employed not less than two-fifths (40%) time and on the payroll by the Friday of the first full calendar week of January of the year for which the fees are owed. Fees for section memberships are not payable hereunder. The Auditor-Controller may establish administrative procedures and controls to assure the timely and efficient submission and payment of fee notices pursuant to this provision.

#### **14.C. LONGEVITY PAY.**

1. **10 Years of Service.** Effective December 24, 2023, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to or at least 20,800 total service hours for 80-hour classifications) shall receive an additional one percent (1.0%) compensation applied to all hours in paid status.
2. **20 Years of Service.** Effective December 24, 2023, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours for 80-hour classifications) shall receive an additional one percent (1.0%) compensation, for a total of two percent (2.0%), applied to all hours in paid status.

**SECTION 15. NO STRIKE – NO LOCKOUT**

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

The County will not lockout employees during the term of this MOU.

**SECTION 16. SAVINGS CLAUSE**

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

**SECTION 17. RENEWAL OF MOU**

At any time within ninety (90) days before expiration of this MOU, the parties agree to meet in an effort to achieve a successor MOU.

**SECTION 18. ENACTMENT**

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

**SECTION 19. SCOPE AND TERM OF MOU**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding all of its provisions. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including November 22, 2025

**SIGNATURE PAGE**

**SIGNED AND ENTERED INTO THIS 9TH DAY OF AUGUST, 2023.**

For County of Alameda

For Alameda County Counsels Association  
IFPTE, Local 21

DocuSigned by:  
*Keith Fleming* 8/9/2023  
-----  
Keith Fleming Date  
Chief Negotiator, IEDA

DocuSigned by:  
*Jeff Dunitz* 8/10/2023  
-----  
Jeff Dunitz Date  
Local 21 Representative/Organizer

DocuSigned by:  
*Gil Dong* 8/18/2023  
-----  
Gil Dong Date  
Labor Relations Analyst

DocuSigned by:  
*Beatrice Liu* 8/9/2023  
-----  
Beatrice Liu Date  
Deputy County Counsel

DocuSigned by:  
*Andrea Weddle* 8/18/2023  
-----  
Andrea Weddle Date  
Chief Assistant County Counsel

DocuSigned by:  
*Jessica Williams* 8/10/2023  
-----  
Jessica Williams Date  
Deputy County Counsel

DocuSigned by:  
*Margarita Zamora* 8/19/2023  
-----  
Margarita Zamora Date  
Acting Director, Human Resource Services

Approved as to form  
Donna Ziegler, County Counsel

DocuSigned by:  
*Kristy van Herick* 8/24/2023  
-----  
By: Kristy van Herick Date  
Assistant County Counsel



**APPENDIX A**  
**REPRESENTED CLASSIFICATIONS AND SALARY**

Listed herein are the Alameda County job classifications in Representation Unit R65 represented by the Alameda County Counsels Association. The biweekly wage rates shown are established by the Alameda County Board of Supervisors and are effective on dates shown. The job classifications have a work week of forty (40) hours.

Job Code		Title	Unit Code	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status	Std. Hours
3220	PA	Associate County Counsel	R65	2/6/2022	\$4,161.60				\$6,284.00	N	80
				6/25/2023	\$4,632.00				\$6,993.60		
				2/4/2024	\$4,864.00				\$7,343.20		
				2/2/2025	\$5,058.40				\$7,636.80		

Job Code		Title	Unit Code	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status	Std. Hours
3230	PA	Deputy County Counsel	R65	2/6/2022	\$6,485.60				\$8,975.20	N	80
				6/25/2023	\$7,218.40				\$9,989.60		
				2/4/2024	\$7,579.20				\$10,488.80		
				2/2/2025	\$7,882.40				\$10,908.00		

**APPENDIX B**  
**DOMESTIC PARTNER DEFINED**

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

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

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

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

**APPENDIX C**  
**EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES**

**Chapter 3.48**

**EMPLOYMENT DISCRIMINATION  
COMPLAINT PROCEDURES**

**Sections:**

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

**3.48.010 Purpose.**

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

**3.48.020 Scope.**

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

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

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

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

an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

### **3.48.040 Objectives.**

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

### **3.48.050 Definitions**

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

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

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

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

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

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

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

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

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

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

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal

employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

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

aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

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

**3.48.080 Costs of hearing.**

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

**SIDELETTERS OF AGREEMENT**

**BILLABLE HOURS REQUIREMENT**

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY COUNSELS ASSOCIATION, IFPTE, LOCAL 21 AND  
THE COUNTY OF ALAMEDA  
SIDELETTER OF AGREEMENT  
March 27, 2018**

1. Attorneys in the Office of the County Counsel are required to work at least eight hours per day, 40 hours per week and as salaried attorneys (exempt from the overtime provisions of the FLSA) the time required to complete their duties is not limited by the length of the normal County work week. Attorneys in the Office of the County Counsel receive the applicable management benefits set forth in Section 7 of the County Salary Ordinance.
2. Attorneys are to record billable hours for work performed for clients of the Office of the County Counsel ("OCC"). Except for the month of June, all billable hours must be entered into the OCC ProLaw electronic record system no later than fourteen (14) calendar days after the end of each calendar month. For the month of June, which is the final month in the County Fiscal Year, all billable hours must be entered into the OCC ProLaw electronic record system no later than seven (7) working days after the end of the calendar month. Time not entered into the ProLaw system by the entry deadline will be excluded from the calculation of the attorney's billable hours' requirements. The County Counsel, or their designee, may grant a request for a reasonable extension of time within which to enter billable hours into the ProLaw system when a deadline is not met due to special circumstances. Billable hours do not include time expended at work that is not legal or administrative support of either OCC or its clients.
3. As a performance expectation, attorneys are expected to bill one thousand, six hundred (1,600) hours or more billable hours per calendar year, and four hundred (400) hours or more per quarter, with no greater than 10% administrative time as referenced in # 5 below. Attorneys who fail to bill four hundred (400) billable hours in any one quarter of a calendar year will be considered compliant with this expectation if the attorney bills a cumulative eight hundred (800) hours or more for the current and immediately preceding quarter of the calendar year.
4. It is required that each attorney will record a minimum of 7.2 hours per day worked. This number, 7.2 hours, is an expected daily average that attorneys must meet over an average 8-hour day worked. Days not worked, due to any authorized leave, will not be counted toward the minimum average. Partial days worked will be added together into total days and each such 8-hour period will be expected to yield an average of 7.2 billable hours.
5. Of the average 7.2 total billable hours per day, no greater than 10% (cumulatively) may be billed to the Office of County Counsel or for non-client work which includes professional development, attendance at seminars/conferences where attendance is not billable client time, mandatory all staff meetings, including division meetings (if not appropriate to bill the client), recruitment activities requested/approved by Executive Staff, internal administrative activities requested/approved by

Executive Staff (e.g., Sunshine Committee, Library Committee, Combined Charities Committee, Website Committee, etc.) and MOU/County sanctioned union activities. Based on the value of particular non-client activities to the office and depending on an attorney's workload and assignments, the Executive Staff may authorize additional time (beyond the 10%) for the above or similar activities (such as certain pro bono. bar, or County Counsel Association activities) to be credited to that attorney's billable hours.

6. Actual vacation, sick leave, paid leave and all other types of authorized leave will not be counted in determining average minimum daily billing hours and accordingly will not be recorded in County Law for purposes of keeping billable hours. The 7.2 billable hour standard is derived by taking into account only those days or partial days worked.

7. Hours will be reviewed on a monthly, quarterly and annual basis. The OCC may reduce ("write down") actual billable time charged to clients and reported by attorneys if it is determined that time reported is inappropriate or excessive. OCC may write down time recorded by attorneys after the OCC has adopted and promulgated standards ("Standards") governing the recording of attorney time, attorneys have been provided advance notice of OCC's intention to write down the attorney's time and had an opportunity to respond.

8. Attorneys who fail to meet the 7.2 average daily billable hours' requirement described in paragraphs 4 and 5 will receive notification of same on a quarterly basis, and attorneys will be provided a reasonable opportunity to respond prior to OCC taking any of the following-described actions. If the 7.2 average daily hours' requirement is not met quarterly, the attorney will receive a notation to their personnel files and in their evaluation

9. If either a pattern of failure to meet the daily billable hours continues, or a pattern of failure to meet time entry deadlines continues, disciplinary action will be considered by the Office of the County Counsel. Failure to meet the 1600 annual calendar year billable hours performance expectation may be used as a factor in determining satisfactory performance. The goal of the 7.2 daily billable hour's requirement is the cumulative billing of 1600 hours annually by each attorney. An attorney's failure to achieve the annual goal of 1600 hours billed may be one factor used to evaluate that attorney's overall performance. The 1600 billable hours will be prorated for those employees on approved FMLA, ADA, CA Disability , CFRA, Child Bonding Leave and/or Worker's Compensation leaves.

This Sideletter is effective upon adoption of this MOU by the Board of Supervisors.



For the County of Alameda:

PELLI, Fleming  
Cynthia Baron  
Murphy

Date: 4/24/18

For ACCA:

Denise M. Milroy  
Carol M. King  
Robert D. King  
Robert D. King

Date: 4/20/18

**PARITY WITH PUBLIC DEFENDER JOB CLASSES**

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY COUNSELS ASSOCIATION, IFPTE, LOCAL 21 AND  
THE COUNTY OF ALAMEDA  
SIDELETTER OF AGREEMENT**

Parity with Public Defender

The County agrees to align the bottom step of Deputy County Counsel classification to the bottom step of Deputy Public Defender classification effective 2 pay periods following adoption of the MOU by the Board of Supervisors.

FOR THE COUNTY:

Deith Fleming  
Cynthia Baron  
Mude [Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: 4/24/18

FOR ACCA:

Amitha M. Maloin  
[Signature]  
[Signature]  
[Signature]  
Robert A. [Signature]  
\_\_\_\_\_

DATE: 4.20.18

**JOB SHARING PILOT PROGRAM**

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN THE  
ALAMEDA COUNTY COUNSELS ASSOCIATION, IFPTE, LOCAL 21  
AND THE  
COUNTY OF ALAMEDA**

**SIDELETTER OF AGREEMENT  
June 22, 2023**

1. The County of Alameda ("County") and the Alameda County Counsel's Association, IFPTE Local#21 ("Union") agree to continue a pilot Job Share Program in the Office of the County Counsel beginning within sixty (60) days of adoption of this MOU and lasting through November 22, 2025.
2. The County Counsel will designate one (1) existing full-time (i.e.,40 hours per week) position in the Deputy County Counsel (Job Code "JC" 3230) classification that may be shared by two (2) Deputy County Counsel (JC 3220) attorneys with each participant scheduled to work half-time (40 hours per pay period). The basic schedule for employees in a job share will be three (3) days of eight (8) hours of work per day in one workweek of the pay period and two (2) days of eight (8) hours of work per day in the alternate workweek of the pay period in a manner that provides for full-time workweek coverage in the position being shared, though this schedule may be altered by mutual agreement of the County Counsel and the participants. The job share participants shall submit a proposed half-time schedule, and the County Counsel will approve the schedule if, in the County Counsel's sole discretion, the County Counsel determines that the requested schedules meet the operational and administrative needs of the Office of the County Counsel. Deputy County Counsel (JC 3230) attorneys participating in a job share will be expected on their own initiative, and may be required by the County Counsel, to work more than their normal half-time schedule within one (1) or more work weeks or work days to ensure that required work (such as litigation-related activities, for example) is carried out in the most effective manner possible, as determined by the County Counsel.
3. The County Counsel or designee will assign duties to the job share participants that are, in the County Counsel's judgment, consistent with the operational and administrative needs of the Office.
4. Employees in the Deputy County Counsel (JC 3230) classification shall submit an initial notice of interest in such job share no later than the date specified by the County Counsel, and the County Counsel's Office will establish and maintain a list of those interested. The County Counsel shall make the selection based on a determination of the best interests of the Office of the County Counsel.
5. If one (1) of the participants accepts appointment to another available full-time position, is unable to work due to disability, terminates or is otherwise unavailable for work in the Job Share position, the County Counsel may require the remaining participant to resume work on a temporary or continuous full-time basis, on three (3) weeks' notice. A job-sharing attorney

shall not be entitled to receive any additional compensation for working additional hours while in a job-share position.

6. The Deputy County Counsel (JC 3230) occupying a job share position shall remain in such job share arrangement until: (a) a vacancy occurs within the Office into which the County Counsel, in the County Counsel's sole discretion, is willing to assign a job-sharing attorney; (b) the job share participant has participated in the program for 12 months; or (c) the County Counsel returns the participants to full time work. If one (1) participating Deputy County Counsel leaves the job sharing program, during the term of the Pilot, and there is not a list of Deputy County Counsel (JC3230) attorneys wishing to enter the program, the remaining job share employee may seek to find another Deputy County Counsel (JC 3230) acceptable to the County Counsel, in the County Counsel's sole discretion, to participate in the job share program or return to full-time status by the time the Deputy County Counsel's (JC 3230) job share partner leaves the job sharing program but not on less than three (3) weeks' notice.
7. When a vacancy occurs within the Office, the County Counsel shall determine the ultimate vacant position to be filled. If a job share participant is interested in returning to a full-time position, the participant must notify the County Counsel (or designee) in writing. Individuals who have notified the County Counsel of their interest in returning to full-time work prior to the vacancy occurring will then be considered for the ultimate vacancy. The County Counsel shall review the list of employees interested in returning to full-time work and determine the individual who best meets the Office's business needs for the current vacancy. The County Counsel must restore a Deputy County Counsel (JC 3230) to the first available full-time position as assigned by the County Counsel following notice by a Deputy County Counsel (JC 3220) requesting return to full-time status.

Notwithstanding any other provision of this Sideletter, the County Counsel shall not be required to layoff or otherwise terminate attorneys to create a vacancy or available position for the purpose of returning a job share participant to full-time status.

8. The provisions of the "Billable Hours Requirement" Sideletter of Agreement shall be applicable to participants in the Job Share Pilot Program except that the requirements shall be halved to meet the reduced work schedule. Thus: (a) a job share participant is required to work twenty (20) hours per week instead of forty (40); (b) a job share participant is expected to record billable hours for work performed for clients as and when required by the Billable Hours Sideletter; (c) as a performance expectation, a job share participant is expected to bill eight hundred (800) hours or more billable hours per calendar year, and two hundred (200) hours or more per quarter, with no greater than ten percent (10%) administrative time; and (d) a job share participant who fails to make 200 billable hours in any one quarter of a calendar year will be considered compliant with this expectation if the attorney bills a cumulative 400 hours or more for the current and immediately preceding calendar quarters. The provisions of this paragraph shall be effective for a job-sharing employee commencing upon the first January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, or October 1<sup>st</sup>, that they are in the job-sharing position and ending on the first March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup> or December 31<sup>st</sup> after the Deputy County Counsel (JC 3230) leaves the program.
9. If operational problems arise in connection with the job-sharing arrangement, the parties will endeavor to resolve the issues. The Parties will meet to evaluate the pros and cons of the

program. Following the evaluation, the County Counsel will decide whether to continue or terminate the program. The Job Share Program will only continue after the pilot if the County and the Union thereafter mutually agree to such continuation, except that deputies currently participating in the Job Share at the time of its termination shall remain in the Job Share until a full time Deputy County Counsel position becomes available into which that individual may be placed. Termination of the Job Share Program shall not be in and of itself grounds to layoff or otherwise terminate deputies participating in the Job Share Program at the time of its termination, or full time Deputy County Counsels, though the right of the County to conduct layoff or termination for any other lawful reason shall not be abridged.

- 10. Decisions/determinations that the County Counsel is entitled to make under this Job Share Pilot Program, including but not limited to determinations of operational needs are final and not subject to grievance or other appeal.
- 11. Participants in the Job Share Pilot Program shall have their eligibility for participation in a telework or telecommute program, if any, reduced by half. For example, if telework is authorize for up to two (2) days in a week, the Job Share participant shall be allowed to telework for only up to one (1) day per week.
- 12. This written instrument is the entire Sideletter between the two parties.

**TENTATIVE AGREEMENT**

**For the County:**

**For the Union:**

DocuSigned by:  
  
 Keith Fleming, IEDA  
 6/23/2023  
 Date

  
 Jeff Duriz, Local 21 ACCA  
 6/22/23  
 Date

**LABOR MANAGEMENT COMMITTEE**

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY COUNSEL'S IFPTE, LOCAL 21,  
THE COUNTY OF ALAMEDA  
SIDELETTER OF AGREEMENT  
March 27, 2018**

**Intent: To establish a Labor Management Committee**

The Office of County Counsel ("OCC") and ACCA Local 21 ("ACCA") agree to establish a Joint Labor Management Committee (the "Committee").

1. The Committee will provide a forum to address matters the parties agree are of mutual concern, for information-sharing, and review of workplace developments that arise during the period of this MOU.
2. The Committee will not discuss issues related to discipline, grievances, individual employee performance, negotiations, or meet and confer items, and it is not to interfere with management rights.
3. The Committee may include up to two (2) ACCA members, and one (1) ACCA business representative. OCC may include as many Committee members as the County Counsel, in her sole discretion, determines appropriate.
4. The Committee will meet quarterly on a mutually agreed upon date and location. Committee meetings may be cancelled by mutual written agreement. Additional Committee meetings may be scheduled by mutual agreement of the parties following an exchange of a written request that includes the topics proposed for the Committee meeting.
5. One week prior to the regular Committee meeting date, the ACCA business representative will send to the OCC Human Resources representative a list of proposed topics to be discussed during the meeting and a list of ACCA members to be present. If no agenda items are received from the business representative at least one calendar week before the meeting date, no meeting will be held. The County Counsel may add items to the ACCA proposed list of topics.
6. Meetings will be one (1) hour in length and may be extended by mutual agreement. The two (2) ACCA members attending a meeting during their normal working hours will be on paid release for the duration of the meeting.

For the County of Alameda:

*Celith Fleming*  
 \_\_\_\_\_  
*Cynthia Braden*  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Date: 4/24/18

For ACCA:

*Amitha M. Milone*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*[Signature]*  
 \_\_\_\_\_  
*Robert A. Reed*  
 \_\_\_\_\_

Date: 4/20/18



OFFICE OF THE COUNTY COUNSEL  
1221 Oak Street, Suite 450, Oakland, California 94612-4296  
Telephone (510) 272-6700 Facsimile (510) 272-5020

DONNA R. ZIEGLER  
COUNTY COUNSEL

**LETTER OF COMMITMENT – EMERGENCY PREPAREDNESS PLAN**

March 27, 2018

Amihan Makayan, Representative/Organizer  
Alameda County Counsels' Association  
IFPTE Local 21  
1167 Mission Street, Room 201 San Francisco, CA 94103

**RE: Letter of Commitment - Emergency Preparedness Plan**

Dear Ms. Makayan:

The Office of the County Counsel will work with qualified professionals to develop a written emergency preparedness plan for the Office that fits within any overall County emergency preparedness plan within one year of the date that the Board of Supervisors adopts the next MOU between the Alameda County Counsels' Association and the County of Alameda. The plan will apply to employees in the main office location at 1221 Oak Street, Suite 450 and in the Jackson Street Annex site (225 12th Street, Suite 225). The plan will be made available to all employees of the Office and they will receive regular training about the plan.

Very truly yours,

A handwritten signature in cursive script, appearing to read "D. Ziegler".

DONNA R. ZIEGLER  
County Counsel

DRZ/

**MINUTE ORDER**



**COUNTY OF ALAMEDA  
2022 PAY PERIOD CALENDAR**

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

**COUNTY OF ALAMEDA**  
**2023 PAY PERIOD CALENDAR UPDATED**

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

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

**COUNTY OF ALAMEDA**  
**2024 PAY PERIOD CALENDAR**

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

**COUNTY OF ALAMEDA  
2025 PAY PERIOD CALENDAR**

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