

MEMORANDUM OF UNDERSTANDING

Between the

*Professional Association of County Employees
IFPTE, Local 21
For Representation Unit S-25*

and the

County of Alameda



September 13, 2015 – June 26, 2021

**2015-2021
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21
REPRESENTATION UNIT S-25
AND THE COUNTY OF ALAMEDA**

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**MEMORANDUM OF UNDERSTANDING 2015-2021
BETWEEN PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21
REPRESENTATION UNIT S-25
AND COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County" and the Professional Association of County Employees, hereinafter named as "Union" as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment, to be in effect during the period September 13, 2015 through June 26, 2021, for those employees working in the representation unit referred to and further described in Section 1 hereof.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time and part-time, permanent, and probationary employees in supervisory classifications included in Representation Unit S-25 as specifically enumerated in Appendix "A" of this Memorandum.

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

SECTION 2. NO DISCRIMINATION

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 his/her political or religious opinions or affiliations, age, race, color, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical condition, and any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C, which is incorporated by reference to this Memorandum of Understanding, and shall be excluded from the Grievance Procedure.

- B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither County nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.
- C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C during the term of this agreement, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY

- A. NOTICE OF RECOGNIZED UNION.** When a person is hired into a classification represented by the Union, the County shall notify such person(s) that the Union is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Union for the sole purpose of joining the Union and effecting payroll dues deductions.
- B. NOTICE TO RECOGNIZED UNION.** 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. The County shall also give a written notice to the Union containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.

C. AGENCY SHOP

1. **AGENCY SHOP.** Except as provided otherwise in this subsection C., employees in representation units referred to in Section 1. hereof shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof.
2. **RELIGIOUS EXEMPTION.** Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local Union within fifteen days of receipt by the County.

The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the County Administrator or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program or the Emergency Food Bank Network of Alameda County.

3. **EXCLUSION OF EMPLOYEES.** The Agency Shop provisions set forth in paragraphs 1 and 2 herein shall not apply to persons designated by the Board as management nor to persons not in the classified civil service. The County may designate positions as confidential in accordance with Administrative Code 3.04.020.
4. **FINANCIAL REPORTS.** International Federation of Professional and Technical Engineers (Local 21) shall submit copies of the financial report required pursuant to Section 3502.5(f) of the California Government Code to the Human Resource Services-Employee Benefits Center once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

5. **PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues from employees in represented classes in Representation Unit S-25 in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the Unit to which such employees are assigned.

The County shall deduct from employee earnings once each pay period for membership dues in the Professional Association of County Employees/International Association of Professional & Technical Engineers, Local 21 in the amount as approved by the Union's membership, and in conformity with State and County regulations, and as the Union will request the Human Resource Services-Employee Benefits Center, the same to be paid to the Union.

6. **HOLD HARMLESS.** Union shall indemnify and hold the County and Human Resource Services-Employee Benefits Center harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved Union insurance programs, or from complying with any demand for termination hereunder. In no event shall the County be required to pay from its own funds, Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

- A. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate authorized representatives of the Union from among employees in the unit. It is agreed that the Union in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- B. **ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE UNION.** The County recognizes the right of the Union to represent employees in connection with grievances which arise under Section 15 of the Grievance Procedure.

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

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

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

1. Duties and Time Limits: After obtaining supervisory permission, Union representatives will be permitted to leave their normal work area during on-duty time not to exceed 4 hours per week in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
2. Obtain Permission: To obtain permission to investigate a grievance on on-duty time, the Union representative shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance or a disciplinary action. The Union representative shall report such time to his/her supervisor as shop steward leave payroll code UNI for timekeeping purposes. The Union representative is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by Union representatives as a part of the grievance process. The employee may be represented by a Union representative at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the Union representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Union representative was denied permission.

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

E. CHANGES IN UNION REPRESENTATIVES OR NUMBER OF UNION REPRESENTATIVES. If a Union representative is reassigned which will leave his/her shift or work location without a Union representative, then the Union shall have the right to appoint a

replacement. Should the Union wish to change Union representative during the grievance procedure, it may do so, provided that only one Union representative will be allowed time off from work upon one occasion to investigate the grievance.

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

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

- A. USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets, or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.
- B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only when such request has been authorized.
- C. MEETINGS.** Meetings of an authorized representative of the Union and a group of employees shall not be permitted during working hours except as provided in subsection B. above.
- D. ACCESS TO RECORDS.** An employee shall be permitted to review his/her 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 custodian of the file shall grant such a request within three (3) working days. The County shall provide one copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

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

The employee shall be provided an opportunity to respond in writing, or personal interview, to any information in the file about which he/she disagrees. Such response shall become a permanent part of the personnel record. The employee shall be responsible for providing the written responses to be included as a part of the permanent record.

SECTION 6. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. Medical Plan Coverage for Full-time Employees

Payment of Premiums-Full-time Employees. Effective Plan Year 2016, the County and covered employees will share in the cost medical premiums. The County will pay ninety percent (90%) of the total semi-monthly premium for a Health Maintenance Organization (HMO) plan or ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO plan toward the total semi-monthly premium for a Preferred Provider Organization (PPO)/Indemnity Plan at the corresponding level of coverage (i.e., Self, Self +1 dependent, Family) in a plan year.

2. Medical Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Workweek

a. Any employee who is regularly scheduled to work less than the normal workweek for the job classification but at least fifty percent (50%) of the normal full-time workweek for that classification shall be entitled to elect coverage under a County-offered HMO plan or PPO/Indemnity plan.

b. Effective Plan Year 2016, the County's contribution toward the provider's premium shall be ninety percent (90%) of the total semi-monthly premium for an HMO plan prorated each pay-period based upon a proportion of the hours the employee is on paid status within that pay-period to the normal full-time pay-period for the job classification, provided that the employee must be on paid status at least fifty percent (50%) of the normal full-time biweekly pay-period for the job classification. For part-time employees who choose the PPO/Indemnity plan, the County will contribute ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO plan, prorated each pay-period based upon a proportion of the hours the employee is on paid status within that pay-period to the normal full-time pay-period for the job classification, provided the employee is on paid status at least 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 classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit and the County will make no contribution.

3. **County Offered Medical Plan:** The County will offer a Health Maintenance Organization ("HMO") medical plan and a Preferred Provider Organization ("PPO") or Indemnity Medical Plan.

4. **Duplicative Coverage:** This section applies to married employees and employees in domestic partnerships (as defined in Appendix "B") who are both employed by the County. The intent of this section is to limit married County employees and County employees in

a domestic partnerships from both covering each other within the same medical plan. Married County employees and employees in domestic partnerships, who are both employed by the County, shall be entitled to one choice from the following list of medical plan coverages:

- a) Up to one full family PPO/Indemnity membership.
- b) Up to one full family HMO membership.
- c) Up to one full family HMO membership with up to one full family PPO/Indemnity membership.
- d) Up to one full family HMO membership with up to one full family alternative HMO membership.

This section also applies to County employees when a parent and their child, under the age of 26 are both employed by the County. The child employee under the age of 26 cannot have duplicative coverage within the same plan as the parent employee. If the parent employee has the child employee on a family HMO plan, the child employee cannot select individual coverage on the same HMO plan as the parent employee.

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

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

6. **30-Day Re-Enrollment and Termination of Enrollment on Change in Status:** Employees who are enrolled in a County sponsored medical plan and experience a qualifying event involving a change in status (e.g., marriage or adoption) must within thirty (30) calendar days of the qualifying event, enroll affected eligible dependents into the County offered medical plans in which the employee is enrolled. An employee who experiences an event that disqualifies a covered dependent from further coverage (e.g., divorce, termination of domestic partnership, etc.) must notify the Employee Benefits Center in writing within thirty (30) calendar days of the disqualifying event and disenroll the disqualified dependent(s). Additionally, employees enrolled in a medical plan through another source and experience a qualifying event involving a change in status (e.g., loss of medical coverage by spouse/domestic partner) may, within thirty (30) days of losing medical coverage, enroll in a medical plan offered by Alameda County.
7. **Open Enrollment:** Eligible employees may choose from among any plan offered by the County during the annual Open Enrollment period.

B. DENTAL PLAN OPTIONS

1. Dental Plan Coverage for Full-Time Employees:

- a. For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the total semi-monthly premium for a County-offered dental plan for eligible full-time employees and their eligible dependents, including domestic partners (upon submission of an affidavit as defined in Appendix B) and their eligible dependents, provided that the employee is on paid status at least fifty percent (50%) of the normal full-time pay-period for the job classification. Eligible full-time employees may elect any one of the following County-offered Dental Plan options listed below:
 - i. A PPO/indemnity dental plan.
 - ii. A pre-paid, closed panel dental plan.
 - iii. A supplemental spousal dental plan.
- b. Plan Year 2016, the maximum annual benefit for each covered individual is \$1,450. Effective Plan Year 2017, the maximum annual benefit for each covered individual is \$1,550.

2. Dental Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Workweek: Any employee who is scheduled to work less than the normal workweek for the job classification but at least fifty percent (50%) of the normal full-time workweek for that classification, shall be entitled to elect coverage under a County-offered dental plan. For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the semi-monthly premium for a dental plan for less than full-time employees and their dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time pay-period for the job classification.

Should an employee fail to have been on paid status at least fifty percent (50%) of the normal full-time pay-period the employee will be responsible for paying the entire semi-monthly premium payment for that benefit.

3. Duplicative Coverage: This subsection applies to married County employees and employees in domestic partnerships (as defined in Appendix "B") who are both employed by the County. The intent of this section limits married County employees and County employees in domestic partnerships from both covering each other within the same dental plan. Married County employees and employees in domestic partnerships, both employed by the County, shall be entitled to one choice from the following list of dental plan coverages:

- a. Up to one full family PPO/Indemnity dental plan together with up to one full supplemental spousal plan.
- b. Up to one full family PPO/Indemnity dental plan together with up to one full pre-paid closed panel dental plan.

- c. Up to one full pre-paid closed panel dental plan.
- d. Up to one full family PPO/Indemnity dental plan.

This section also applies to County employees when a parent and their child, under the age of 26 are both employed by the County. The child employee under the age of 26 cannot have duplicative coverage within the same plan as the parent employee.

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

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

5. **30-Day Re-Enrollment and Termination of Enrollment on Change in Status:** Employees who are enrolled in a County sponsored dental plan, and experience a qualifying event involving a change in status (e.g., marriage or adoption), must within thirty (30) calendar days of the qualifying event, enroll affected eligible dependents into the County-offered dental plans in which the employee is enrolled. An employee who experiences an event that disqualifies a covered dependent from further coverage (e.g. divorce, termination of domestic partnership, etc.) must notify the Employee Benefits Center within thirty (30) calendar days of the disqualifying event and disenroll the disqualified dependent(s). Additionally, employees enrolled in a dental plan through another source and experience a qualifying event involving a change in status (e.g., loss of dental coverage by spouse/domestic partner) may, within thirty (30) days of losing dental coverage, enroll in a dental plan offered by Alameda County.
6. **Open Enrollment:** Eligible employees may choose a dental plan offered by the County during the annual Open Enrollment period.

C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

Benefits Subject to Availability: The foregoing County-offered 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. Within seven (7) days after its 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 notice shall be in writing and delivered to the County's Labor Relations Manager.

D. VOLUNTARY VISION PLAN. Effective February 1, 2012, members of the Professional Association of County Employees, Units S-06 and S-25, shall be eligible to participate in the Alameda County's Voluntary Vision Plan. The premium cost shall be paid by the employee

SECTION 7. PREGNANCY & CHILD BONDING LEAVE

An employee is entitled to a pregnancy and child bonding leave of up to six months. Such an employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 14. Sick leave must be applied when the employee is medically incapacitated. The scheduling of child bonding leave (either 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 is entitled to take up to seven (7) months of total leave for the integration of the pregnancy disability and child bonding leaves pursuant to the Family Medical Leave Act (FMLA), California Pregnancy Disability Leave (PDL), and 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 Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

SECTION 8. CHILD BONDING LEAVE

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

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless employees are otherwise eligible to use it as provided in Section 14.

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

SECTION 9. DEATH IN IMMEDIATE FAMILY

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

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

SECTION 10. WAGES

A. Effective August 14, 2016, salaries for all represented classes shall be increased by 1.5%.

Effective September 11, 2016, salaries for all represented classes shall be increased by 1.5%.

Effective September 10, 2017, salaries for all represented classes shall be increased by 2%.

Effective September 9, 2018, salaries for all represented classes shall be increased by 3.25%.

Effective September 8, 2019, salaries for all represented classes shall be increased by 3.5%.

Effective September 6, 2020, salaries for all represented classes shall be increased by 3.5%.

B. Special Adjustments

In addition to the general increase, the following classes will receive a special adjustment as follows:

Item #	Classification Title	Effective 9/11/16	Effective 9/10/17	Effective 9/9/18	Effective 9/8/19
6739	Supervising Appeals Officer	2.5%	3.0%	2.5%	2.0%

SECTION 11. BILINGUAL PAY

Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, effective July 27, 2008, the compensation for a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$40 per pay-period and a person occupying such a position and having proficiency in three or more languages shall receive \$45 per pay-period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.

Effective August 14, 2016, the compensation for a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$55 per pay-period and a person occupying such a position and having proficiency in three or more languages shall receive \$60 per pay-period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.

SECTION 12. HOLIDAYS

A. HOLIDAYS DEFINED.

Paid holidays shall be:

January 1st

Third Monday in January (Dr. Martin Luther King, Jr. Day)

February 12th (Lincoln's Birthday)

Third Monday in February (Presidents' Day)

Last Monday in May (Memorial Day)

July 4th

First Monday in September (Labor Day)

November 11th (Veterans Day)

Thanksgiving

Day after Thanksgiving Day

December 25th

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

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by

statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in the Memorandum.

- B. FLOATING HOLIDAYS.** Each employee 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 Agency/Department Head and taken within the calendar year. The first four full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holidays. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired.
- C. 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"), July 4, November 11 (known as "Veterans Day"), or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

SECTION 13. VACATION LEAVE

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

A. VACATION ACCRUAL

1. **FOR EMPLOYEES HIRED PRIOR TO JANUARY 01, 2017.** Each employee in the service of the County hired prior to January 01, 2017, shall accrue vacation leave according to the following schedules:
 - a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay-periods (4 years) of continuous employment.
 - b. **Three weeks accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay-periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay-periods (11 years) of continuous employment.

- c. **Four weeks accrual** - Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay-periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay-periods (20 years) of continuous employment.
 - d. **Five weeks accrual** - Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay-periods (20 years) of continuous employment.
2. **FOR EMPLOYEES HIRED ON OR AFTER JANUARY 01, 2017.** Each person in the service of the County hired on or after January 01, 2017, shall accrue vacation leave as follows:
- a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay-periods (4 years) of continuous employment, up to a maximum balance of four weeks.
 - b. **Three weeks accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay-periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay-periods (11 years) of continuous employment, up to a maximum balance of six weeks.
 - c. **Four weeks accrual** - Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay-periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay-periods (20 years) of continuous employment, up to a maximum balance of eight weeks.
 - d. **Five weeks accrual** - Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay-periods (20 years) of continuous employment, up to a maximum balance of ten weeks.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

1. **For persons employed prior to January 01, 2017.**
- a. An employee who accrues vacation leave pursuant to subsections 13.A.1 and who leaves the County service for any reason, shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A" for unused vacation accrued to the date of his/her separation, provided that such entitlement shall not exceed the employee's applicable maximum accrual as set forth in subsection 13.C.
 - b. Employees hired prior to January 01, 2017 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to a levels which will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will avoid a downward adjustment.

2. For persons employed on or after January 01, 2017.

An employee who accrues vacation leave pursuant to subsections 13.A.2, and who leaves the County service for any reason, shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A" for unused vacation accrued to the date of his/her separation, provided that such entitlement shall not exceed the employee's applicable maximum vacation balance as set forth in subsection 13.C.

C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. For employees hired prior to January 01, 2017, maximum vacation leave balances allowable prior to the pay-period containing January 1 of each year beginning the year 2000, shall be no more than two times the employee's vacation accrual rate, and shall be as follows:

Vacation Accrual Rate Years of Service	Vacation Accrual Rate in Pay-period Prior to January 1	Maximum Balance in Pay- Period Containing January 1
0 to 4 years	2 weeks	4 weeks
4 to 11 years	3 weeks	6 weeks
11 to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

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

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

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

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

- E. CHANGEOVER TO MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION FOR EMPLOYEES HIRED PRIOR TO JANUARY 01, 2017.** Employees hired prior to January 01, 2017, who accrue vacation under subsection 13.A.1, shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination or which will avoid a downward adjustment in the pay-period containing January 1. As of the pay-period containing January 1, 2000, and every such pay-period containing January 1 of each year thereafter, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum accrual level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Agency/Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level, which can be paid for in cash upon termination or to avoid a downward adjustment.
- F. MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Agency/Department Head may take vacation in excess of one and one-half times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.
- G. DEFINITION.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.
- H. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which an employee is laid off because his/her services are not needed, and time during which an employee is temporarily not employed by the County, if followed by reemployment within three years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section, provided, further, that, for purposes of qualifying for fifteen, twenty or twenty-five working days' vacation leave, where an employee has been employed by the County without interruption for the past ten years, all service of such employee shall be deemed to have been continuous.
- I. WHEN VACATION MAY BE TAKEN.** Paid leave may be granted up to a maximum of 80 hours in a pay-period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

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

- J. PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular vacation allowance for personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the department. Such personal leave shall be in segments of one-half day or more for non-exempt employees as defined by the FLSA.
- K. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix "A" which such employee would have been entitled to receive, including premium pay, while in active service during such vacation period.
- L. VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five days of their accrued vacation leave balances to their spouse or domestic partner (as defined in Appendix "B") per each event of maternity, paternity and adoption.
- M. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.**
1. Employees who enter a bargaining unit covered by this Agreement and who are hired after January 1, 2000 and prior to January 01, 2017 and are not subject to a maximum vacation accrual shall have two full calendar years to reduce his/her vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the "maximum allowable vacation balance" is already applicable. After two full calendar years, the vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance allowable (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Agency/Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.
 2. Employees hired on or after January 01, 2017 and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in Section 13.A.2 above shall be subject to provisions outlined in Section 13.A.2 above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of two times the accrual rate, he/she shall have his/her vacation balance reduced and subject to the maximum balance as provided in Section 13.C. effective the pay-period containing January 1 of the calendar year following his/her appointment into the bargaining unit to allow time for the employee to reduce his/her balance below the cap. The vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance in Section 13.A.2. (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

N. DISABILITY INSURANCE POLICY. A disability insurance policy will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten days) or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

O. CONTINUATION OF SECTION. This Section 13 shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on June 26, 2021, as provided in Section 20, and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.

P. VACATION PURCHASE PLAN.

1. Full-time employees who have completed less than 104 full-time biweekly pay-periods (4 years) of continuous employment and accruing vacation at the two week per year rate and subject to this MOU may elect to purchase one 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 week under the Vacation Purchase Plan during Open Enrollment.
 - a. On the first pay-period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
 - b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
 - c. To be eligible to purchase one week of vacation, an employee must have no unused purchased vacation as of the third pay-period prior to the start of Open Enrollment.
 - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final paycheck.
 - e. In the event there is insufficient pay to deduct from the employee's final paycheck, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
 - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay-period(s) due to insufficient pay, the County reserves the right to adjust the

amount of the deductions from future 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, he/she shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
 - h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deductions and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
 - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay-period of the calendar year of the date of ineligibility.
 - iv. For purchased vacation remaining and unused through the final pay-period of the calendar year, as set forth in section h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1st pay-period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by paycheck deduction.
 - i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. Effective Calendar Year 2012, and for any purchased vacation balance used on or after January 8, 2012, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay-period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the bi-weekly pay-period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. The County retains the right to eliminate vacation purchase upon appropriate notice to the union, and after meeting and conferring if requested, during the term of this agreement.

SECTION 14. SICK LEAVE

- A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury, other than an industrial illness or injury, which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee.
- B. EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this Memorandum of Understanding.
- C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.

1. Amount and Duration of Payment:

- a. Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary (the amount of sick leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office) unless the employee provides written notice to the Agency/Department Head to limit the integration of such leaves. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays and holiday in-lieu time.

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

Effective July 1, 2008, for any injury that occurs on or after July 1, 2008, such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his/her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed two hundred seventy (270) calendar days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) calendar days,

available leave balances may be granted to supplement temporary disability payments to provide the disabled employee no more than 75% of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

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

- b. **Part-time Employees:** Section 14.C.1.a above applies to part-time employees on a prorated basis.
2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 14.C.1. to an employee:
 - a. Who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;
 - b. Whose injury or illness has become permanent and stationary;
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to perform the essential functions of the job or the employee has been declared a "Qualified Injured Worker" QIW;
 - d. Who is retired on permanent disability and/or disability retirement pension;
 - e. Who unreasonably refuses to accept modified or other County employment for which he/she is qualified within his/her medical restrictions;
 - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense;
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and/or;
 - h. Whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness and the employee has exhausted the industrial sick leave wage continuation granted in connection with the initial injury or illness.
 3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are

entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

4. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Leave with pay under the following conditions for all claims:
 - a. Treatments are being paid under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. Leave shall be granted for a maximum eligibility period for up to 6 months from the date of injury or illness. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

D. CUMULATIVE SICK LEAVE PLAN

1. Accumulation of Sick Leave

- a. **FOR FULL-TIME EMPLOYEES - 40 hour workweek:** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay-period on paid status. The Agency/Department Head shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.
- b. **FOR PART-TIME EMPLOYEES - 40 hour workweek base:** Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to Section 14.D.1.a above, except that the sick leave accrual shall be prorated each pay-period based upon the proportion of the hours worked within a pay-period to the 40 hour workweek base.

- E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within three years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to Section 14. D., restored to him/her for use as provided in this section.

An employee, as defined in Section 14.B, who separates from the County and is reinstated/rehired for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

- F. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement.
- G. FAMILY SICK LEAVE.** Effective July 1, 2015, employees, as defined in Section 14.B, are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child), a spouse (husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.
- H. SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay-period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 15. GRIEVANCE PROCEDURE

- A. DEFINITION.** A grievance under this Memorandum of Understanding is limited to only those instances where an employee, or a group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this Memorandum of Understanding, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, or by written agency/department rules, and provided that the enjoyment of such right is not made subject to the discretion of the County; and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.
- B. EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
1. Step One: An employee having a grievance shall first informally discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.

2. Step Two: If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of subsection 15.C. and may thereafter file a grievance in writing with his/her immediate supervisor within seven working days of the date of such informal discussion. Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven working days after receipt of the answer within which to file an appeal to the section head.
3. Step Three: The section head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. Step Four: The division head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
5. Step Five: The Agency/Department Head shall have seven working days in which to review, hold hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Agency/Department Head, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or his/her representative.

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

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

F. INFORMAL REVIEW BY DIRECTOR. In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the Agency/Department Head made pursuant to subsection 15.C.5,

request that the grievance be reviewed by the Director of Human Resource Services or his/her designated representative. The Director of Human Resource Services or his/her designated representative shall have twenty working days in which to review and seek adjustment of the grievance.

G. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at the Informal Review by the Director of Human Resource Services or his/her designated representative, subparagraph F herein, the grievant or his/her representative may, within 30 days after receipt of the decision request that the grievance be heard by an arbitrator.

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

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

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

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

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

1. To up to 60 days after the County's alleged failure was reasonably discoverable, or,
2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to his/her 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.

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

1. The 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 section L, 1 and 2 above.

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

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

N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, the provisions of Section 1. of this Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the 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.

O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsection 15.D. and E. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

SECTION 16. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors.

Effective Plan Year 2013, the County's contribution toward M-designated benefits shall be \$2,900 per calendar year. Effective Plan Year 2017, the County's contribution toward M-designated benefits shall be increased from \$2900 to \$3000 for the calendar year. Effective Plan Year 2018, the County's contribution toward M-designated benefits shall be increased from \$3000 to \$3100 per calendar year. Effective no sooner than May 1, 2018, PACE may request in writing to reopen Section 16. Management Benefits only, if ACMEA's M-designated benefits increases during the term of the successor MOU.

The County Allowance shall be expanded to include dependent care assistance and adoption assistance, beginning in Plan Year 2018.

SECTION 17. 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 he/she has suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work his/her regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

Eligibility:

1. The 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 he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 8 hours and are irrevocable. Effective January 1, 2000 employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.

9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 18. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- A. MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.
- B. MINIMUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. PREMIUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, County records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by his/her Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$500, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage or theft. Property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred to the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensated as provided above.

SECTION 19. NO STRIKE

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

SECTION 20. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including June 26, 2021.

SECTION 21. 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 Memorandum of Understanding by ordinance.

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

SECTION 22. SAVINGS CLAUSE

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

SECTION 23. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including June 26, 2021.

Signed and entered into this 2 day of June, 2016.

FOR COUNTY OF ALAMEDA

**FOR PROFESSIONAL ASSOCIATION
OF COUNTY EMPLOYEES/LOCAL 21**

Glenn Berkheim

Margot Rosenberg 6/2/2016

Aracelia G. Espinoza

A. H. K.

Cynthia Baron

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

Chrysa Hare

[Signature]

David C. Dawson, President

Mary Welch

[Signature]

MARY WELCH, INTERIM DIRECTOR
HUMAN RESOURCE SERVICES

Approved As to Form:
DONNA ZIEGLER, County Counsel

By: Andrew J. Carter

APPENDIX A

Listed herein are all those Alameda County job classifications represented by the Professional Association of County Employees in Representation Unit S-025. Salaries are established by the Board of Supervisors and are effective on the dates shown. The FLSA designation for all these job classes is Exempt (E).

JOB CODE	MC TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
6750	MA Child Welfare Supervisor	08/14/2016	3242.40	3406.40	3568.00	3730.40	3914.40
		09/11/2016	3291.20	3457.60	3621.60	3786.40	3972.80
		09/10/2017	3356.80	3526.40	3694.40	3862.40	4052.00
		09/09/2018	3465.60	3640.80	3814.40	3988.00	4184.00
		09/08/2019	3587.20	3768.80	3948.00	4127.20	4330.40
		09/06/2020	3712.80	3900.00	4086.40	4272.00	4481.60
6739	SM Supervising Appeals Officer	08/14/2016	3136.80	3289.60	3447.20	3626.40	3807.20
		09/11/2016	3264.00	3422.40	3586.40	3772.80	3960.80
		09/10/2017	3429.60	3596.00	3768.00	3963.20	4161.60
		09/09/2018	3629.60	3805.60	3988.00	4194.40	4404.00
		09/08/2019	3832.00	4016.80	4209.60	4428.80	4649.60
		09/06/2020	3966.40	4157.60	4356.80	4584.00	4812.00
6284	M Supervising Child Care Worker	08/14/2016	2092.00	2192.80	2304.00	2410.40	2535.20
		09/11/2016	2123.20	2225.60	2338.40	2446.40	2573.60
		09/10/2017	2165.60	2270.40	2384.80	2495.20	2624.80
		09/09/2018	2236.00	2344.00	2462.40	2576.00	2710.40
		09/08/2019	2314.40	2426.40	2548.80	2666.40	2805.60
		09/06/2020	2395.20	2511.20	2638.40	2760.00	2904.00

APPENDIX B - DOMESTIC PARTNERS

DOMESTIC PARTNER DEFINED

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

Domestic Partner Defined:

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

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

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

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

APPENDIX C

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)

**2015-2021
MEMORANDUM OF UNDERSTANDING
BETWEEN THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
IFPTE, LOCAL 21
REPRESENTATION UNIT S-25
AND THE COUNTY OF ALAMEDA**

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MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES IFPTE, LOCAL 21,
REPRESENTATION UNITS S-06 AND S-25
AND
THE COUNTY OF ALAMEDA
TENTATIVE AGREEMENT TO UNION'S PROPSAL-
ONE-TIME PAYMENT
May 11, 2016

SIDELETTER OF AGREEMENT

The parties agree that:

Effective two-pay-periods after the MOU is adopted, all represented employees in the bargaining unit as of May 8, 2016 shall receive a one-time payment of \$500.

For the County of Alameda:

Glenn Berkheimer
Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

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

Margot A. Rosenberg
Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

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

TENTATIVE AGREEMENT TO COUNTY COUNTER PROPOSAL- SHARE THE SAVINGS

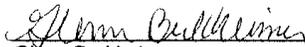
March 18, 2016

SIDELETTER OF AGREEMENT

The parties agree that the County shall increase the existing monthly Share the Savings stipend in Plan Year 2017, so that the new monthly totals shall be as follows:

- \$200 for those employees who decline all medical coverage;
- \$150 for those employees who decline Family coverage and elect Single coverage;
- \$100 for those employees who decline Family coverage and elect 2-party coverage;
- \$100 for those employees who decline 2-party coverage and elect Single coverage;

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

Date: 3/18/2016

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


Margot A. Rosenberg
Chief Spokesperson

Date: 3/18/16

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

TENTATIVE AGREEMENT TO UNION'S PROPSAL- WORKSPACE
April 29, 2016

SIDELETTER OF AGREEMENT

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

The parties agree to the following:

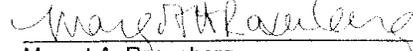
1. The Committee will provide a forum for information-sharing, identification of issues requiring resolution and review of workplace developments. Issues may include, but not limited to, departmental processes and systems, and new program initiatives, workspace design, and moves. Subcommittees may be initiated by mutual agreement.
2. The Committee will not discuss issues related to discipline, grievances, individual performance problems, negotiations or meet and confer items.
3. This Committee will be comprised of: one SSA Human Resources representative, one business representative of PACE, up to 5 members represented by PACE within SSA, and up to 5 representatives from SSA administration, including the Department Head.
4. The Committee shall meet no less frequently than quarterly.
5. One week prior to the meeting, the PACE Business Representative will send a list of topics to be discussed and a list of attendees to be present to the SSA Human Resources representative. If no agenda items are received from the business representative one week before the meeting, no meeting will be held.
6. Meetings will be one (1) hours in length and may be extended by mutual agreement.
7. The Committee shall maintain written agendas and minutes of the meeting.

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

Date: 5/11/2016

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


Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/16

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES IFPTE, LOCAL 21,
REPRESENTATION UNIT S-25
AND
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO UNION'S PROPSAL-
EMERGENCY RESPONSE UNIT COVERAGE PAY
May 11, 2016

SIDELETTER OF AGREEMENT

The parties agree to modify the Salary Ordinance Section 3-18.25 as follows:

3-18.25 - The employee in Job Code 6750SM assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to his/her regular assignment, shall be compensated at the rate of \$250 per 24-hour shift.

Effective November 18, 2007, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, shall be increased to \$300 per 24-hour shift. Effective, November 16, 2008, coverage for a 24-hour shift, two-thirds or more of which falls on a County observed holiday shall be increased to \$300 per 24-hour shift. (BOS approved 6/17/08) (BOS approved 1/11/12 the removal of "on site")

Effective January 01, 2017, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to his/her regular assignment, shall be increased from \$300 to \$315 per 24-hour shift. Effective January 13, 2019, coverage for a 24-hour shift, as outlined above, shall be increased from \$315 to \$330 per 24-hour shift.

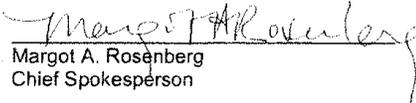
The employee in Job Code 6750SM assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage for an "after hours" shift during the work week, in addition to his/her regular assignment, shall be compensated at the rate of \$50 per shift. Effective November 16, 2008, this rate shall be increased to \$65 per shift. (BOS approved 6/17/08). An "after hours" weekday shift shall be defined as a shift during which no less than two-thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning.

Effective January 01, 2017, coverage for an "after hours" shift, a shift during which no less than two-thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning, in addition to his/her regular assignment, shall be increased from \$65 to \$75 per shift. Effective January 13, 2019, coverage for an "after hours" shift, as outlined above, shall be increased from \$75 to \$85 per shift.

For the County of Alameda:


Glenn Berkheimer
Chief Spokesperson

For PACE (Unit S-25):


Margot A. Rosenberg
Chief Spokesperson

Date: 5/11/2016

Date: 5/11/16

SIDELETTER OF AGREEMENT

BETWEEN

PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES
LOCAL 21
AND THE
COUNTY OF ALAMEDA

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

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

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

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

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

FOR THE COUNTY:

Allen Burk
Henry Adams
David Abel
Emmie J. Hill

FOR PACE:

Barbara Lenn
Paul Maloney
Barbara Burrey
Jessie McTate

Date: March 8, 2001

LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA
AND
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION, LOCAL21, UNITS S06 AND S25

November 14, 2011

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

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

Or

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

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

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

EMPLOYEE ELIGIBILITY:

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

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

REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.

SIDELETTER OF AGREEMENT
BETWEEN
THE PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES IFPTE, LOCAL 21,
REPRESENTATION UNITS S-06 AND S-25
AND
THE COUNTY OF ALAMEDA

OCTOBER 31, 2016

The parties agree to modify the 2015-2021 MOU as follows:

~~C. MAINTENANCE OF MEMBERSHIP.~~ Employees in Representation Unit S-25 who are members of the Union on the date upon which this Memorandum of Understanding is executed or who become members of the Union during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection E.

~~D. DUES DEDUCTION.~~ Dues deduction shall be made only upon signed authorization from the employee. Initial authorization shall be forwarded to the Human Resource Services Employee Benefits Center and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt, or as soon as administratively possible by the County, of the dues deduction authorization.

~~E. REVOCATION OF AUTHORIZATION.~~ Any employee desiring to revoke his/her authorization for Union dues shall submit a written request to the Human Resource Services Employee Benefits Center within the month of July. Failure to timely notify the Human Resource Services Employee Benefits Center shall be deemed an abandonment of the right to revocation until the next appropriate time period.

~~— The Human Resource Services Employee Benefits Center shall promptly forward a copy of said letter to the Union. No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to the Union. The effective date of any revocation of any existing authorization shall be the end of the following two biweekly pay periods.~~

FC. AGENCY SHOP

For the County of Alameda:


Cynthia Baron

Date: 10/31/16

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


Kyra Byrne Steele

Date: 10/31/16

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 07/12/2016

Approved as Recommended Other

Read titles, waived reading of ordinances in their entirety and adopted Ordinances O-2016-31 and O-2016-32

Unanimous Chan: Haggerty: Miley: Valle: Carson: - 5

Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

Ordinance: O-2016-31, O-2016-32

Documents to be signed by Agency/Purchasing Agent:

File No. 29804

Item No. 25

Copies sent to:

Special Notes:



I certify that the foregoing is a correct copy of a Minute Order adopted by the Board of Supervisors, Alameda County, State of California.

ATTEST:
Clerk of the Board
Board of Supervisors

By: R. Bailey
Deputy

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2016**

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

(*) Not applicable to all employees, please refer to the applicable MOUs
tnguyen 021810

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2017**

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

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

Tnguyen 021810

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**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2018**

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

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

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COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2019

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

(*) Note applicable to all employees, please refer to the applicable MOUs

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**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2020**

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

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

tguyen 021810 (032414)

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**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2021**

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

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

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