

MEMORANDUM OF UNDERSTANDING

Between the

**International Federation of Professional and
Technical Engineers, Local 21, AFL-CIO
Civil Engineers Management Unit (CEMU)**



And the

County of Alameda



November 13, 2022 – November 22, 2025

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**2022 - 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO
CIVIL ENGINEERS MANAGEMENT UNIT (CEMU)
AND THE
COUNTY OF ALAMEDA**

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BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO
CIVIL ENGINEERS MANAGEMENT UNIT (CEMU)
AND THE
COUNTY OF ALAMEDA**

This Memorandum of Understanding ("MOU") is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter named as "the County", and the Civil Engineers Management Unit ("CEMU") of the International Federation of Professional and Technical Engineers, Local 21, AFL-CIO, hereafter named as "the Union," as a recommendation to the Board of Supervisors of the County for the conditions of employment that are to be in effect during the period November 13, 2022 through November 22, 2025.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, part-time, permanent, and probationary employees in supervisory representation Bargaining Unit R30 in the classifications specifically enumerated in Appendix A (Job Classifications and Salaries) of this MOU.

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

The Union recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the citizens of the County together with its obligations to the employees the Union represents.

SECTION 2. NO DISCRIMINATION

2.A. DISCRIMINATION PROHIBITED. No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, or because of age, race, color, sex, gender identity, national origin, sexual orientation, religion, physical/mental disability, medical conditions, military or veteran status, or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed

according to the Employment Discrimination Complaint Procedures contained in Appendix C, of this MOU, and shall be excluded from Section 17. (Grievance Procedure).

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

SECTION 3. EQUAL EMPLOYMENT OPPORTUNITY

Both the County and the Union hereby recognize and confirm their mutual commitment to the County's Discrimination, Harassment, and Retaliation Prevention Policy.

SECTION 4. UNION SECURITY

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

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

- 4.C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests

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

SECTION 5. ACCESS TO EMPLOYEES; ACCESS TO NEW EMPLOYEES; UNION BULLETIN BOARDS; MEETINGS

5.A. ACCESS TO EMPLOYEES. Authorized staff representatives of the Union shall have the right to contact individual employees working within the representation unit represented by the Union in County facilities during business hours on matters within the scope of representation, provided arrangements are made on each such contact with the Agency/Department Head. The Agency/Department Head shall grant permission for such contact, if, in their judgment, it will not unduly disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records or of work situation, health and safety of employees or the public, or by disturbance to others, the Agency/Department Head shall have the right to make arrangements for a contact location removed from the work area.

5.B. ACCESS TO NEW EMPLOYEES.

1. Definitions. For all purposes of subsection 5.A. (Access to Employees), the following definitions shall apply:

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

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

they were initially scheduled to attend, they will be scheduled to attend the next available NEO.

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

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

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

- 1. Name

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

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

SECTION 6. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION

6.A. RELEASE TIME FOR NEGOTIATIONS. Employee representatives of the Union's bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay for the purpose of participating in contract negotiations.

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

6.C. ROLE OF THE UNION STEWARD. The County recognizes the right of the Union to represent employees in connection with grievances that arise under Article 2-13 of the County Administrative Code.

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

6.D. SELECTION OF STEWARDS. The Union shall designate the method of selection of stewards. The Union shall notify the Agency/Department Head in writing of the names of the Union stewards and the units they represent. If a change in Union stewards is made, the Agency/Department Head shall be advised in writing of the Union steward being replaced and the Union steward named to take their place. The number of Union stewards

shall be mutually agreed upon and a list of Union stewards shall be submitted to the Agency/Department Head.

6.E. DUTIES AND RESPONSIBILITIES OF UNION STEWARDS. The following functions are understood to constitute the complete duties and responsibilities of the Union steward.

1. Duties and Time Limits. After obtaining supervisory permission, Union stewards will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per week in order to assist in the investigation of facts, assist in the presentation of a grievance, or meet with an employee new to the bargaining unit within ten (10) days of the new employee’s first day of employment. One (1) steward or Union-designated member shall be granted release time to meet with new employees entering into the bargaining unit. In the event there is more than one (1) new employee on-boarded in the same pay period at the same worksite, only one (1) meeting shall occur with all new employees at that worksite. A meeting scheduled with new employees shall not exceed thirty (30) minutes and shall be counted towards the total four (4) hours allowed per week under this subsection.

2. Obtain Permission. To obtain permission to investigate a grievance during on-duty time, the steward shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance. The steward is permitted to discuss the problem with all employees immediately concerned, and if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by stewards as a part of the grievance process. The employee may be represented by a steward at such time as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the steward 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 steward was denied permission.

To obtain permission to meet with a new employee under the provision in subsection 6.E.1. (Duties and Time Limits), the Union steward or Union staff representative shall submit a request for release time to conduct the meeting at a specific date and time to the Agency/Department Human Resources Representative, at least two (2) working days prior to the Union’s requested date and time for the meeting. The Agency/Department shall coordinate with the appropriate supervisors of the Union steward and the new employee(s) to schedule the meeting as requested subject to non-interference with business needs. The Union’s requested time shall not be unreasonably denied. In the event the Union’s staff representative also attends the meeting, the Union’s staff representative shall notify the Agency/Department Human Resources Officer at least two (2) working days prior to the meeting so that the Agency/Department can designate a separate space where the meeting shall be held.

3. The steward shall report such time to their supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

Stewards/employees who participate in the meet and confer process and/or participate on a labor management committee, must report such time to their

supervisor as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

- 6.F. CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If a steward is reassigned, which will leave their shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so, provided that only one (1) steward will be allowed time off from work upon one (1) occasion to investigate the grievance.
- 6.G. LIMITATION OF TIME OFF.** Stewards shall not be permitted time off from their work assignments for the purpose of conducting general Union business.

SECTION 7. HOURS OF WORK AND REST PERIODS

- 7.A. HOURS OF WORK.** Hours of work in the normal workday shall be eight (8) hours; the normal workweek shall consist of forty (40) hours for all employees.
- 7.B. REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours' duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives their right to said rest period and any right or compensation therefore. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.

SECTION 8. HEALTH AND WELFARE

- 8.A. MEDICAL PLANS.** The County offers Health Maintenance Organization (“HMO”) medical plan options and a Preferred Provider Organization (“PPO”) or Indemnity medical plan. Alternative plan options listed in subsection 8.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 8.A.1. (Payment of Premiums) below.

1. Payment of Premiums.

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

medical premium will be paid by the employee through payroll deduction.

2. **Proration.** The County contribution in subsection 8.A.1. (Payment of Premiums) shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 12.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly premium for the benefit.

8.B. DENTAL PLANS. The County offers both a Dental Health Maintenance Organization (“DHMO”) plan and a dental Preferred Provider Organization (“PPO”) plan option. Alternative plan options listed in subsection 8.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification shall be entitled to elect coverage from available options.

1. **Payment of Premiums.** For coverage through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 12.N. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

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

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

8.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

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

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

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

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

a. Medical Plan Coverage. Married County employees or employees in domestic partnerships, who are both employed by the County, shall be entitled to one (1) choice from the following list of Medical Plan coverages:

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

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

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

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

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

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

- a. Medical Plan.** Employees who were absent on leave without pay (including vacation purchase hours referenced in subsection 12.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 8.A.2. (Proration).
- b. Dental Plan.** Employees on leave without pay (including vacation purchase hours referenced in subsection 12.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium.

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

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

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

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

8.D. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 8.A. (Medical Plans) and who have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 Dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to proration as outlined in subsection 8.D.2. (Proration).

1. Tiers and Monthly Stipend.

Plan Year 2014: Effective Plan Year 2014, the County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

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

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

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

2. Proration. The stipend shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 12.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that biweekly pay period.

3. Effects of Leave Without Pay. Employees on leave without pay (including vacation purchase hours referenced in subsection 12.N. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 8.D.2. (Proration).

8.E. CAFETERIA BENEFIT PLAN. Employees are eligible to participate in the County’s Cafeteria Benefit Plan. The County’s Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the Internal Revenue Service regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (outlined in subsection 8.F. (County Allowance) below) in order to offset the

cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of employment in the case of a new employee, or if an employee becomes eligible due to an employment status change (i.e., Temporary Assignment Pool employee transfers to or promotes into an eligible classification), the employee may allocate from the employee’s salary, on a pre-tax basis, an amount to the Health Care Flexible Spending Account (“FSA”). Except as governed by the County Allowance (subsection 8.F.) no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds and shall not be reimbursed to employees.

8.F. COUNTY ALLOWANCE. Employees eligible to participate in the County Allowance for benefits shall continue to receive the County Allowance subject to any amendments/changes that may occur from time-to-time at the sole discretion of the Board of Supervisors. County Allowance contributions are made on a semi-monthly basis and subject to proration as outlined in subsection 8.F.2. (Proration).

1. Annual Allowance.

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

2. Proration. The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one (1) representation group to another, shall be entitled to a prorated amount stipulated in subsection 8.F.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31 shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 8.F.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

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

4. Unallocated and/or Unused Funds. Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 8.E. (Cafeteria Benefit Plan), above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee’s Health Care FSA pursuant to the IRS regulations. Unallocated County

Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

SECTION 9. LIFE AND DISABILITY INSURANCES BENEFITS

9.A. LIFE INSURANCE.

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

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

9.B. VOLUNTARY DISABILITY INSURANCE POLICIES. Voluntary supplementary short-term and voluntary long-term disability insurance policies will be made available for the employee only. Coverage(s) can be purchased either through the use of vacation sellback (up to ten (10) days, prorated for part-time employees) as provided for in subsection 12.M. (Vacation Sellback) or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

9.C. STATE DISABILITY INSURANCE. Employees are covered by the State Disability Insurance (“SDI”) program. SDI premiums shall be shared equally by the employee and the County.

1. Integration of Supplemental Fringe Benefits with Disability Insurance Benefits. An employee otherwise eligible for disability insurance benefits shall have the choice of:

- a.** not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensatory time off, and/or floating holiday pay, or
- b.** applying for disability insurance benefits and the using of accrued paid sick leave, and, with the consent of the Agency/Department Head, vacation leave, compensatory time off, and/or floating holiday pay as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any

normal workday, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including premium conditions, and applicable Salary Ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (80). The employee's accrued sick leave, vacation leave, compensatory time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth [1/10th] of an hour), represented by the amount paid as such supplement.

- 2. Amount of Supplement.** The amount of the supplement provided in subsection 9.C.1.b. hereof, for any hour of any normal work day, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including bilingual differential pay, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (80).
- 3. How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, vacation leave, compensatory time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence. Vacation and sick leave shall be accrued based upon the proportion of the hours charged against the employee's accrued sick leave, vacation leave, compensatory time off and/or floating holiday balances to the normal pay period.
- 4. Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 8. (Health and Welfare), employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, vacation leave, compensatory time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

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

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

SECTION 10. HOLIDAYS AND MANAGEMENT PAID LEAVE

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

Date Observed	Known As
January 1	New Year's Day

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

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

In the event 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 10. (Holidays). In no event shall this provision reduce the number of holidays set forth in this MOU.

10.B. FLOATING HOLIDAY. 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. Any floating holiday not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work as of January 1.

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

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

10.D. HOLIDAYS TO BE OBSERVED ON WORKDAYS. Except as specified below:

In the event that January 1 (New Year’s Day); February 12 (Lincoln's Birthday); June 19 (Juneteenth); July 4 (Independence Day); November 11 (Veterans Day); or December 25 (Christmas Day), shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection 10.D. (Holidays to be Observed on Workdays) shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

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

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

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

SECTION 11. LEAVES OF ABSENCE

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

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

11.C. MILITARY LEAVE. Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of their military orders which specify the dates and duration of such leave.

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

leave as follows:

1. Paid military leave which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of two hundred forty (240) hours during ordered military leave, including necessary travel time. The two hundred forty (240) hour limit reflects the equivalent of thirty (30) eight (8) hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in subsection 11.A. (Leave May Not Exceed Nine (9) Months) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
4. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

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

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

11.E. EDUCATIONAL LEAVE. A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

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

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

11.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE

CLASSIFIED SERVICE. An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Agency/Department shall be laid off if all authorized positions are filled.

- 11.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which they have tenure by the Agency/Department Head for the duration of said employee's assignment to the special project.
- 11.J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing their work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.
- 11.K. BEREAVEMENT LEAVE.** A regularly scheduled employee shall be granted up to five (5) days' leave of absence with pay by the Agency/Department Head because of a death in the immediate family. Employees requesting such leave must complete and submit the Bereavement Leave Statement within 30 days of the start of the bereavement leave. Bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. Bereavement leave may be taken in single day increments.

For purposes of this subsection 11.K. (Bereavement Leave), "immediate family" means mother, stepmother, father, stepfather, spouse, domestic partner as defined in Appendix B (Domestic Partner Defined), son, stepson, daughter, stepdaughter, child of domestic partner, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Entitlement to leave of absence under this subsection 11.K. (Bereavement Leave) shall be only for all hours the employee would have been scheduled to work for those days granted, and shall be in addition to any other leave.

- 11.L. PREGNANCY & CHILD BONDING LEAVE.** An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensatory time off or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 13. (Sick Leave) of this MOU.

The scheduling of child bonding leave (either on Family Medical Leave Act (“FMLA”) or California Family Rights Act (“CFRA”) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head, as allowed by law.

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

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

11.M. CHILD BONDING LEAVE. A prospective father, spouse, domestic partner or adoptive parent is entitled to child bonding leave of twelve (12) weeks, within one (1) year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head, as allowed by law.

An employee may elect to take accrued vacation or compensatory 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 the employee is otherwise eligible to use it as provided in subsection 13.G. (Family Sick Leave).

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

11.N. EFFECT OF LEAVE WITHOUT PAY. No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay.

11.O. DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY. Effective December 28, 2008, employees who are exempt from the overtime provisions of the FLSA shall have appropriate paid leave balances reduced for absences of less than one (1) workday, except that such employees shall be placed on leave without pay or absence without leave authorization (AWOL) for absences less than one (1) workday

when paid leave is not used because:

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

SECTION 12. VACATION LEAVE

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

12.A. VACATION ACCRUAL.

Effective December 27, 2020, employees shall accrue vacation leave as follows:

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

12.B. CASH PAYMENT IN LIEU OF VACATION LEAVE. Employees who accrue vacation leave pursuant to subsection 12.A. (Vacation Accrual) and who leave the County service for any reason, shall be paid at the biweekly or hourly rate for their classification as set forth in Appendix A (Job Classifications and Salaries) for unused vacation accrued to the date of their separation.

12.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.

1. Effective December 27, 2020, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum balance and shall not recommence until the employee’s vacation leave balance falls below their

maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances below their maximum allowable balance, Agency/Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees that state the purpose of the request is to reduce accrued vacation leave balances to a level below their maximum.

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

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

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

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

12.F. DEFINITION. For the purpose of this Section 12. (Vacation Leave), "working day" shall mean any day upon which an employee would normally be required to work.

12.G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 12. (Vacation Leave), but the period of time such employees are absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing a year of continuous employment for the purpose of this Section 12. (Vacation Leave), provided further, that for purposes of qualifying for fifteen (15), twenty (20), or twenty-five (25) working days' vacation leave, where employees have been employed by the County without interruption for the past ten (10) years, all service of such employees shall be deemed to have been continuous.

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

Vacations will be scheduled by mutual agreement between the Agency/Department Head and the employee.

12.I. PERSONAL LEAVE. Employees shall be allowed two (2) days in any calendar year from their regular vacation accrual 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.

12.J. RATE OF VACATION PAY. Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix A (Job Classifications and Salaries) that such employee would have been entitled to receive, including premium pay, while in active status during such vacation period.

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

12.L. EMPLOYEE ENTRY INTO THE BARGAINING UNIT COVERED BY THIS MOU.

1. Effective October 29, 2023, employees hired on or after December 27, 2020 and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in subsection 12.A. (Vacation Accrual), above shall be subject to the provisions outlined in subsection 12.A. (Vacation Accrual), above. Notwithstanding the above, upon entry into this bargaining unit, those employees who have a vacation leave balance in excess of two (2) times their annual accrual rate, shall have their vacation leave balance reduced and subject to the maximum balance as provided in subsection 12.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into the bargaining unit to allow time for the employees to reduce their balance below their applicable maximum balance. Effective that pay period containing January 1, the vacation leave balance of any employee that exceeds the applicable maximum balance will be paid in cash for the amount of vacation leave exceeding the applicable maximum balance listed in subsection 12.A. (Vacation Accrual).

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

12.M. VACATION SELLBACK. Employees may receive equivalent cash payment for up to fifteen (15) vacation days per fiscal year. This benefit shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work. Requests for vacation sellback are irrevocable.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of voluntary supplementary short-term and/or voluntary long-term disability insurance in accordance with subsection 9.B. (Voluntary Disability Insurance Policies).

12.N. VACATION PURCHASE PLAN.

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

a. Medical premiums.

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

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

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

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

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

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

g. Holidays.

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

2. Only those full-time employees who have completed less than one hundred four (104) full-time biweekly pay periods (4 years) of continuous employment and accruing

vacation at the two (2) week per year rate may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.

- a.** On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
- b.** To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
- c.** To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
- d.** In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
- e.** In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
- f.** In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
- g.** In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - 1) The County shall cease deduction and no additional days will be allowed for purchase.
 - 2) The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.

- 3) The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
 - 4) For purchased vacation remaining and unused through the final pay period of the calendar year, 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.
 - 5) If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
- h. 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.
 - i. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in subsection 12.B. (Cash Payment in Lieu of Vacation Leave).
- 3. Employees accruing vacation at greater than the two (2) week per year rate are not eligible to purchase vacation.
 - 4. 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 MOU.

SECTION 13. SICK LEAVE

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

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

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

- 1. **Amount and Duration of Payment.** Such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of their normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee

is entitled during such incapacity. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the disability. Following two hundred seventy (270) days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than seventy-five percent (75%) of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

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

2. When Payments Shall be Denied. Payments shall not be made pursuant to subsection 13.C.1. (Amount and Duration of Payment) to an employee:

- a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
- b. Whose injury or illness has become permanent and stationary,
- c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in their usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation,
- d. Who is retired on permanent disability and/or disability retirement pension,
- e. Who unreasonably refuses to accept other County employment for which the employee is not substantially disabled,
- f. Whose injury or illness is the result of failure to observe County health or safety regulations, or the commission of a criminal offense,
- g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and
- h. Whose injury or illness is a recurrence or re-injury or an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.

3. Fringe Benefit Entitlement During Industrial Injury Leave. Employees receiving industrial sick leave wage continuation shall maintain and accrue all benefits to which they are entitled under this MOU at one hundred percent (100%) of their

regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

4. Leave for Medical Treatment. Effective July 11, 2010, 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 sick leave wage continuation under the following conditions for all claims:

- a. Treatments are being authorized under Workers' Compensation;
- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
- c. Effective September 29, 2013, such leave shall be granted for up to six (6) months from the date of injury. The leave applies only to the actual treatment time and reasonable travel time not to exceed thirty (30) minutes to and thirty (30) minutes from the medical facility. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

13.D. CUMULATIVE SICK LEAVE PLAN

1. Accumulation of Sick Leave for Full-Time Employees. Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (1/2) 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 their accumulated unused sick leave with pay entitlement.

2. Accumulation of Sick Leave for Part-Time Employees. Each employee who is regularly scheduled to work less than the full-time forty (40) hour workweek base shall accrue sick leave pursuant to subsection 13.C.1. (Amount and Duration of Payment) 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 forty (40) hour work-week base.

13.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 13.C. (Sickness or Injury in Course of Employment) restored to them for use as provided in this subsection.

An employee, as defined in subsection 13.B. (Employee Defined), who separates from the County and is reinstated/rehired for any reason other than layoff (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of twenty-four (24) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

13.F. MEDICAL REPORT. The Agency/Department Head as a condition of granting sick leave

with pay, may require medical evidence of sickness or injury acceptable to the Agency/Department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or the employee’s family member.

13.G. FAMILY SICK LEAVE. Effective July 1, 2015, employees, as defined in subsection 13.B. (Employee Defined) are eligible to use in each calendar year up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection “immediate family” means a parent (biological, adoptive, foster-parent, stepparent, legal guardian of an employee or the employee’s spouse or domestic partner as defined in Appendix B (Domestic Partner Defined), or a person who stood in loco parentis when the employee was a minor child), a spouse, domestic partner as defined in Appendix B (Domestic Partner Defined), child (biological, adopted, foster-child, stepchild, legal ward or child to whom the employee stands in loco parentis), grandparent, grandchild, or a sibling.

Effective January 1, 2023, “immediate family” shall include a “designated person”. The employee shall identify their “designated person” at the time the employee requests the leave. Employees are limited to one (1) “designated person” per 12-month period.

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

13.I. SICK LEAVE CREDIT AT RETIREMENT. County employees who are members of the Alameda County Employees' Retirement Association (“ACERA”) and who retire shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement.

SECTION 14. 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 the employee suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work their regularly scheduled number of hours.

Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

Eligibility:

- A.** The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- B.** The recipient employee is not eligible so long as they have paid leaves available, however,

the request may be initiated prior to the anticipated date leave balances will be exhausted.

- C.** A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
- D.** A recipient employee is eligible to receive one hundred eighty (180) working days of donated time per employment.
- E.** Donations shall be made in full-day increments of eight (8) hours, and are irrevocable. Employees with vacation balance that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool. Employees may donate unlimited amounts of time.
- F.** The donor employee may donate vacation, compensatory time off or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G.** The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- H.** The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
- I.** The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.
- J.** Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed one hundred percent (100%) of the employee's gross salary.

SECTION 15. WAGES

15.A. WAGES. Salaries for employees in the classifications as set forth in Appendix A (Job Classifications and Salaries) shall be as follows:

- 1.** Effective June 11, 2023, salaries shall be increased by six percent (6.0%).
- 2.** Effective June 9, 2024, salaries shall be increased by five percent (5.0%).
- 3.** Effective June 8, 2025, salaries shall be increased by four percent (4.0%).

15.B. SPECIAL ADJUSTMENTS. In addition to the general salary increases above, the following classifications will receive a special salary adjustment as follows:

Job Code	Classification Title	Effective June 11, 2023
2520	Supervising Right of Way Agent	Five percent (5%)
8309	Supervising Plans Checker	Five percent (5%)
8345	Building Official	Seven percent (7%)
9696	Energy Project Manager	One percent (1%)
9697	Environmental Project Manager	One percent (1%)
9700	Project Manager, GSA	One percent (1%)
9701	Senior Project Manager	Five percent (5%)
9702	Real Property Program Manager	Five percent (5%)

15.C. EMPLOYER PAID MEMBER CONTRIBUTION.

1. **Classic Members.** Effective December 22, 2002, for those “classic” employees (employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”)) who are members of and are required to make an employee contribution to ACERA, the County shall pay a portion of the employee’s contribution to ACERA that equals three percent (3%) of the employee’s salary as an employer paid member contribution (“EPMC”).
2. **New Members.** Employees who are Tier IV members (“New Members” as defined by PEPRA) of ACERA are excluded from the provisions of subsection 15.C.1. (Classic Members), above.
3. **EPMC Amendment.** Effective December 24, 2023, for employees completing twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours for 80-hour classifications), the County’s EPMC as provided in subsection 15.C.1. (Classic Members) shall be reduced from three percent (3%) to two percent (2%).

15.D. PRORATION. The County contribution set forth in subsection 15.C.1. (Classic Members) above, shall be for full-time employees on full-time paid status. If the employee is on paid status less than full-time, the County contribution shall be prorated each pay period based upon the proportion of pensionable compensation within that pay period to the normal full-time pay period for the job classification.

SECTION 16. PREMIUM CONDITIONS

16.A. LONGEVITY PAY.

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

16.B. BILINGUAL PAY.

Effective August 22, 2010, and upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, an employee occupying a position designated as requiring fluency in a language other than English shall receive an additional forty dollars (\$40) per biweekly pay period. An employee occupying such a position and having fluency in three (3) or more languages shall receive forty-five dollars (\$45) per pay period provided that such an employee is required to utilize such additional languages in the course of their duties for the County.

SECTION 17. GRIEVANCE PROCEDURE.

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

17.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.

17.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES. The following is the procedure to be followed in the resolution of grievances for full-time employees. For less than full-time employees the procedure shall be the same except that the time limits for filing written grievances, appeals and responses shall be ten (10) working days:

- 1. Step One (1).** An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
- 2. Step Two (2).** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of subsection 17.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.
- 3. Step Three (3).** The section head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. If the

grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.

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

5. Step Five (5). The Agency/Department Head shall have twenty-five (25) working days after receipt of the written appeal in which to review, hold hearing(s), and answer the grievance in writing for a grievance filed by an employee and twenty-five (25) working days after holding the grievance hearing of a Union grievance filed pursuant to this subsection in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

17.D. UNION GRIEVANCE. The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by the Board of Supervisors in Chapter 3.04 (Employer-Employee Relations) of the County Administrative Code or by Sections 4. (Union Security), 5. (Access to Employees; Access to New Employees; Union Bulletin Boards; Meetings), 6. (Authorized Representatives (Stewards), and 22. (No Strike; No Lockout) of this MOU as adopted by Ordinance, provided that such right is not made subject to the discretion of the Agency/Department Head or the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of Step Five (5) of the grievance procedure.

17.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.

17.F. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at Step Five (5) of subsection 17.C. (Departmental Review and Adjustment of Grievances) herein, the grievant or representative may, within thirty (30) days after receipt of the decision of the Agency/Department Head made pursuant to said subsection 17.C. (Departmental Review and Adjustment of Grievances), request that the grievance be heard by an arbitrator.

17.G. INFORMAL REVIEW BY DIRECTOR. Prior to the selection of the arbitrator and

submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or their designee shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services or their designee shall have twenty-five (25) working days in which to review and seek adjustment of the grievance.

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

17.I. DUTY OF ARBITRATOR. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this MOU, a Resolution of the Board of Supervisors, the County Charter or Salary Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of the MOU, a Resolution of the Board of Supervisors, the County Charter or Salary Ordinance, or any State statute or regulation unlawful or unenforceable.

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

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

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

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

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

17.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 17.L. (Limitation of Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be the earlier of:

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

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

17.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 (Definitions) of the County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to subsection 17.C.2. (Step Two (2)).

In those cases in which an employee elects to represent himself or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this MOU. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to subsection 17.D. (Union Grievance) for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection 17.F. (Binding Arbitration of Grievances) hereof, 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.

17.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the Agency/Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsections 17.K. (Effect of Failure of Timely Action) and 17.L. (Limitation of Stale Grievances) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection, and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 18. MILEAGE

- 18.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.
- 18.B. MINIMUM ALLOWANCE.** Employees who are required by the Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than ten dollars (\$10) in that month for the use of the employee's automobile.
- 18.C. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either the employee's own insurance company or from any other driver, or other source, such costs shall be paid to such employee, in a sum not exceeding five hundred dollars (\$500), provided that any claims the employee may have against their 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. If employees can prove that their actual cost for the losses due to an accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus five-hundred dollars (\$500), the County shall reimburse the employee for the actual losses due to the accident or theft.

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 thirty (30) days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this subsection 18.C. (Reimbursement for Property Damage), but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 19. AGENCY/DEPARTMENT HEAD DEFINED

"Agency/Department Head," as used in this MOU, shall mean the Agency/Department Head or designee thereof.

SECTION 20. EFFECT OF LEGALLY MANDATED CHANGES

In the event that on or after the effective date of this MOU, State, Federal or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions

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

SECTION 21. NOTICE OF LAYOFFS

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

SECTION 22. NO STRIKE; NO LOCKOUT

22.A. NO STRIKE. During the term of this MOU, the Union, its members, and representatives, agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.

22.B. NO LOCKOUT. The County will not lock out employees during the term of this MOU.

SECTION 23. SAVINGS CLAUSE

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

SECTION 24. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the County Board of Supervisors by the Director of Human Resource Services and the Union for the Board of Supervisors' consideration and approval. Upon approval, the Board of Supervisors shall adopt an Ordinance which shall incorporate this MOU into the County Administrative Code either in full or by reference.

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

SECTION 25. SCOPE AND TERM OF MOU

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding all of its provisions. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the

parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including November 22, 2025.

SIGNATURE PAGE

FOR THE COUNTY:

DocuSigned by:
Stacey Cue 8/27/2023
Stacey Cue, Chief Negotiator, IEDA

DocuSigned by:
Margarita Zamora 8/28/2023
Margarita Zamora, Labor Relations Manager

DocuSigned by:
Rebecca Chen 8/28/2023
Rebecca Chen, Labor Relations Analyst

DocuSigned by:
Aracelia Esparza 8/28/2023
Aracelia Esparza, Chief Departmental Human Resources Administrator, General Services Agency

DocuSigned by:
Cheri Harraway 8/28/2023
Cheri Harraway, Departmental Human Resources Officer, Public Works Agency

DocuSigned by:
Margarita Zamora 8/28/2023
Margarita Zamora, Acting Director, Human Resource Services

Approved as to Form
Donna Zeigler, County Counsel

By: Kristy van Herick 8/28/2023
Kristy van Herick
Assistant County Counsel

FOR THE UNION:

DocuSigned by:
Jeff Duritz 8/25/2023
Jeff Duritz, Representative/Organizer
IFPTE, Local 21

DocuSigned by:
Jason B. Garrison 8/25/2023
Jason Garrison, Environmental Program Manager,
General Services Agency

DocuSigned by:
Arnold Gee 8/25/2023
Arnold Gee, Supervising Building Inspector, Public Works Agency

APPENDIX A
Job Classifications and Salaries

Listed herein are all those County job classifications represented by the Union, in Bargaining Unit R30. These wages are established by the County Board of Supervisors and are effective on the dates shown. All the job classifications in this Bargaining Unit R30 have a work week of forty (40) hours.

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
2025	SM	Supervising Civil Engineer						X
		06/12/2022	5413.60	5678.40	5960.00	6258.40	6583.20	
		06/11/2023	5738.40	6019.20	6317.60	6633.60	6978.40	
		06/09/2024	6025.60	6320.00	6633.60	6965.60	7327.20	
		06/08/2025	6266.40	6572.80	6899.20	7244.00	7620.00	
2030	SM	Principal Civil Engineer						X
		06/12/2022	5948.80	6248.80	6557.60	6876.00	7224.80	
		06/11/2023	6305.60	6624.00	6951.20	7288.80	7658.40	
		06/09/2024	6620.80	6955.20	7298.40	7653.60	8041.60	
		06/08/2025	6885.60	7233.60	7590.40	7960.00	8363.20	
2070	SM	Supervising Environmental Compliance Specialist						X
		06/12/2022	5186.40	5439.20	5709.60	5995.20	6308.00	
		06/11/2023	5497.60	5765.60	6052.00	6355.20	6686.40	
		06/09/2024	5772.80	6053.60	6354.40	6672.80	7020.80	
		06/08/2025	6004.00	6296.00	6608.80	6940.00	7301.60	
2089	SM	Senior Transportation Planner						X
		06/12/2022	4588.00	4808.80	5052.80	5304.00	5570.40	
		06/11/2023	4863.20	5097.60	5356.00	5622.40	5904.80	
		06/09/2024	5106.40	5352.80	5624.00	5903.20	6200.00	
		06/08/2025	5310.40	5567.20	5848.80	6139.20	6448.00	
2155	SM	Senior Land Surveyor						X
		06/12/2022	4706.40	4992.00	5208.00	5508.00	5776.80	
		06/11/2023	4988.80	5291.20	5520.80	5838.40	6123.20	
		06/09/2024	5238.40	5556.00	5796.80	6130.40	6429.60	
		06/08/2025	5448.00	5778.40	6028.80	6376.00	6686.40	
2157	SM	County Surveyor						X
		06/12/2022	5191.20	5443.20	5717.60	6000.80	6315.20	
		06/11/2023	5502.40	5769.60	6060.80	6360.80	6694.40	
		06/09/2024	5777.60	6058.40	6364.00	6679.20	7028.80	
		06/08/2025	6008.80	6300.80	6618.40	6946.40	7309.60	
2207	PA	Architectural Project Manager						X
		06/12/2022	4028.80	4217.60	4415.20	4626.40	4845.60	
		06/11/2023	4270.40	4470.40	4680.00	4904.00	5136.00	
		06/09/2024	4484.00	4693.60	4914.40	5149.60	5392.80	
		06/08/2025	4663.20	4881.60	5111.20	5355.20	5608.80	
2213	SM	Architectural Engineering Manager						X

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
		06/12/2022	4170.40	4361.60	4572.80	4784.00	5014.40	
		06/11/2023	4420.80	4623.20	4847.20	5071.20	5315.20	
		06/09/2024	4641.60	4854.40	5089.60	5324.80	5580.80	
		06/08/2025	4827.20	5048.80	5292.80	5537.60	5804.00	
2215	PA	Architect						X
		06/12/2022	4908.00	5152.80	5412.00	5678.40	5972.80	
		06/11/2023	5202.40	5461.60	5736.80	6019.20	6331.20	
		06/09/2024	5462.40	5734.40	6024.00	6320.00	6648.00	
		06/08/2025	5680.80	5964.00	6264.80	6572.80	6913.60	
2518	SM	Assistant Chief Right of Way Agent						X
		06/12/2022	4284.80	4489.60	4720.00	4957.60	5196.80	
		06/11/2023	4541.60	4759.20	5003.20	5255.20	5508.80	
		06/09/2024	4768.80	4996.80	5253.60	5517.60	5784.00	
		06/08/2025	4959.20	5196.80	5464.00	5738.40	6015.20	
2520	SM	Supervising Right of Way Agent						X
		06/12/2022	4580.80	4813.60	5052.00	5299.20	5577.60	
		06/11/2023	5099.20	5357.60	5623.20	5897.60	6208.00	
		06/09/2024	5354.40	5625.60	5904.00	6192.80	6518.40	
		06/08/2025	5568.80	5850.40	6140.00	6440.80	6779.20	
8309	SM	Supervising Plans Checker						X
		06/12/2022	4666.40	4912.80	5160.80	5414.40	5687.20	
		10/02/2022	4760.00	5011.20	5264.00	5522.40	5800.80	
		06/11/2023	5297.60	5577.60	5859.20	6146.40	6456.00	
		06/09/2024	5562.40	5856.80	6152.00	6453.60	6779.20	
		06/08/2025	5784.80	6091.20	6398.40	6712.00	7050.40	
8332	SM	Supervising Building Inspector						X
		06/12/2022	4632.80	4852.00	5082.40	5325.60	5588.80	
		06/11/2023	4910.40	5143.20	5387.20	5644.80	5924.00	
		06/09/2024	5156.00	5400.00	5656.80	5927.20	6220.00	
		06/08/2025	5362.40	5616.00	5883.20	6164.00	6468.80	
8345	SM	Building Official						X
		06/12/2022	5234.40	5491.20	5764.80	6052.80	6372.80	
		06/11/2023	5937.60	6228.00	6538.40	6864.80	7228.00	
		06/09/2024	6234.40	6539.20	6865.60	7208.00	7589.60	
		06/08/2025	6484.00	6800.80	7140.00	7496.00	7892.80	
9690	EM	Facilities Manager						X
		06/12/2022	4334.40				6079.20	
		06/11/2023	5048.00				6444.00	
		06/09/2024	5300.80				6766.40	
		06/08/2025	5512.80				7036.80	
9693	PA	Construction Program Manager						X
		06/12/2022	4484.00				6290.40	
		06/11/2023	4752.80				6668.00	
		06/09/2024	4990.40				7001.60	

Job Code	MC	Classification Title						FLSA Status
		Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	
		06/08/2025	5190.40				7281.60	
9694	PA	Construction Project Manager						X
		06/12/2022	3744.00	3919.20	4102.40	4299.20	4504.00	
		06/11/2023	3968.80	4154.40	4348.80	4556.80	4774.40	
		06/09/2024	4167.20	4362.40	4566.40	4784.80	5012.80	
		06/08/2025	4333.60	4536.80	4748.80	4976.00	5213.60	
9696	PA	Energy Project Manager						X
		06/12/2022	4347.20	4550.40	4763.20	4993.60	5231.20	
		06/11/2023	4654.40	4871.20	5099.20	5346.40	5600.00	
		06/09/2024	4887.20	5114.40	5354.40	5613.60	5880.00	
		06/08/2025	5082.40	5319.20	5568.80	5838.40	6115.20	
9697	PA	Environmental Project Manager						X
		06/12/2022	4347.20	4550.40	4763.20	4993.60	5231.20	
		06/11/2023	4654.40	4871.20	5099.20	5346.40	5600.00	
		06/09/2024	4887.20	5114.40	5354.40	5613.60	5880.00	
		06/08/2025	5082.40	5319.20	5568.80	5838.40	6115.20	
9698	PA	Environmental Program Manager						X
		06/12/2022	5186.40				6308.00	
		06/11/2023	5497.60				6686.40	
		06/09/2024	5772.80				7020.80	
		06/08/2025	6004.00				7301.60	
9699	SM	Energy Program Manager						X
		06/12/2022	5186.40				6308.00	
		06/11/2023	5497.60				6686.40	
		06/09/2024	5772.80				7020.80	
		06/08/2025	6004.00				7301.60	
9700	PA	Project Manager, GSA						X
		06/12/2022	4225.60	4457.60	4704.80	4962.40	5232.00	
		06/11/2023	4524.00	4772.00	5036.80	5312.80	5600.80	
		06/09/2024	4750.40	5010.40	5288.80	5578.40	5880.80	
		06/08/2025	4940.80	5211.20	5500.00	5801.60	6116.00	
9701	PA	Senior Project Manager, GSA						X
		06/12/2022	4908.00	5152.80	5412.00	5678.40	5972.80	
		06/11/2023	5462.40	5734.40	6024.00	6320.00	6648.00	
		06/09/2024	5735.20	6020.80	6325.60	6636.00	6980.80	
		06/08/2025	5964.80	6261.60	6578.40	6901.60	7260.00	
9702	SM	Real Property Program Manager						X
		06/12/2022	4334.40				6079.20	
		06/11/2023	4824.00				6766.40	
		06/09/2024	5065.60				7104.80	
		06/08/2025	5268.00				7388.80	

APPENDIX B
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 an "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 in the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner. For those who filed a State "Declaration Domestic Partnership," a copy of a notarized State of California "Notice of Termination 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 State of California as described herein.

APPENDIX C
Employment Discrimination Complaint Procedures

Chapter 3.48

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)

3.48.080Costs 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)

3.48.090Representation.

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)

3.48.100Freedom from reprisal.

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

SIDELETTER OF AGREEMENT

Telework Policy in the Public Works Agency

Sideletter of Agreement

Between the Civil Engineers Management Unit

And

the County of Alameda

The County of Alameda ("County") and the International Federation of Professional and Technical Engineers Local 21, Civil Engineers Management Unit ("Union"), agree that within thirty (30) days after ratification of the November 13, 2022 to November 22, 2025 Memorandum of Understanding by the Union, the Human Resource Services and the Public Works Agency will provide the Union with an offer to meet and confer on the impact(s) of implementation of a telework policy.

TENTATIVE AGREEMENT

For the County:

 5.25.2023
Stacey Cue, IEBA Date

For Union:

 5/10/23
Jeff Dritz, Local 21 Date

MINUTE ORDER

**ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER**

The following action was taken by the Alameda County Board of Supervisors on 10/03/2023

Approved as Recommended **Other**

Read titles, waived the reading of the Ordinances in their entirety and adopted Ordinances O-2023-45 and O-2023-46

Unanimous **Tam:** **Haubert:** **Miley:** **Márquez:** **Carson:** - **5**

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

Documents accompanying this matter:

Ordinance: O-2023-45,O-2023-46

Documents to be signed by Agency/Purchasing Agent:

File No. 31058
Item No. 31

Copies sent to:
Annie Wong

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: Rhonda Bailey
Deputy

PAY PERIOD CALENDARS

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

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

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

**COUNTY OF ALAMEDA
PAY PERIOD CALENDAR 2024**

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

**COUNTY OF ALAMEDA
PAY PERIOD CALENDAR 2025**

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