MEMORANDUM
OF
UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY COUNSEL’S ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA

July 16, 2017 - November 12, 2022
2017-2022
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA COUNTY COUNSELS’ ASSOCIATION, IFPTE, LOCAL 21
AND THE COUNTY OF ALAMEDA

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THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County," and the Alameda County Counsels’ Association, IFPTE Local 21, AFL-CIO, hereinafter designated as "Union," as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect during the period July 16, 2017 through November 12, 2022 for those employees working in the representation unit referred to and further described in Section 1 of this Memorandum of Understanding.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, part-time, permanent, provisional and probationary employees in Representation Unit 065 in the classifications as specifically enumerated in Appendix "A" of this Memorandum of Understanding.

SECTION 2. NO DISCRIMINATION

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

B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY. Neither County nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in union activity. Complaints arising pursuant to the provisions of this subsection B. shall be processed through the grievance procedure in Section 12. of this Memorandum of Understanding, not the Uniform Complaint Procedure.
C. **RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C during the term of this agreement, subject to the duty to meet and confer.

**SECTION 3. UNION SECURITY**

A. **NOTICE OF RECOGNIZED UNION.** When a person is hired into a classification represented by the Union, the County shall notify such person(s) that the Union is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Union for the sole purpose of joining the Union and effecting payroll dues deductions.

B. **NOTICE TO RECOGNIZED UNION.** The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation unit and the name and address of the Union. The County shall also give a written notice to the Union containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.

C. **MAINTENANCE OF MEMBERSHIP.** Employees in Representation Unit 065 who are members of the Union on the date upon which this Memorandum of Understanding is executed or who become members of the Union during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding, except that such employees may withdraw during the month of July of any year pursuant to subsection D.

D. **REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for Association dues as provided above shall proceed as follows: Said employee shall, within the periods set forth above, forward a written request to the Human Resource Services (HRS) Employee Benefits Center setting forth his/her desire to revoke said authorization. The HRS Employee Benefits Center shall promptly forward a copy of said letter to the Union. No authorizations shall be revoked for a period of two (2) biweekly pay periods following transmittal of said letter to the Union. To be considered, a letter shall be received by the HRS, Employee Benefits Center, within the month of July as specified in subsection C.

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

Upon receipt of an employee’s signed membership or other authorization form, including an authorization consistent with the Uniform Electronic Transactions Act, the County will deduct the appropriate dues or fees from the employee’s pay, as established and as may be changed from time to time by the Union, and remit such dues or fees to the Union. 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 30-day period immediately prior to the annual anniversary date on which the employee signed their authorization form. The effective date of dues deductions for employees shall be the pay period immediately following receipt by the County of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of the second biweekly pay period immediately following receipt by the County of the Union’s written notice of revocation.

Effective July 1, 2018, implementation of the paragraph above will replace subsections C. (Maintenance of Membership) and D. (Revocation of Authorization) of Section 3. (Union Security).

E. PAYROLL DEDUCTIONS AND PAYOVER. The County shall deduct Union dues from employees in represented classes in Representation Unit 065 in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the Unit to which such employees are assigned.

F. HOLD HARMLESS. The Union shall indemnify and hold the County and the HRS – Employee Benefits Center harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions or from complying with any demand for termination hereunder.

SECTION 4. RELEASE TIME

A. Officers and authorized representatives of the Union who are County employees may utilize time during normal working hours without loss of pay or benefits, for meeting and conferring with County management on matters within the scope of representation. The use of release time for this purpose shall be reasonable in amount and shall not interfere with the performance of County services.

B. Release time shall also be allowed for one (1) member designated by the Union to meet with new employees within ten (10) calendar days of the employee’s hire date. In the event there is more than one (1) new employee on-boarded in the same pay-period,
only one (1) meeting shall occur with all new employees. A meeting scheduled with new employees shall not exceed twenty (20) minutes in duration.

To obtain permission to meet with a newly-hired employee under this subsection 4.B., the Union member or Union staff representative shall submit a request for release time to conduct the meeting at a specific date and time to the Department Head (or the Department Head’s designee), at least two (2) working days prior to the Union’s requested date and time for the meeting. The Department shall coordinate with the appropriate supervisors of the Union member and the newly-hired employee(s) to schedule the meeting as requested subject to non-interference with business needs. The Union’s requested time shall not be unreasonably denied. In the event the Union’s staff representative also attends the meeting, the Union’s staff representative shall notify the Department Head (or the Department Head’s designee), at least two (2) working days prior to the meeting, so that the Department can designate a separate space where the meeting shall be held.

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

SECTION 5. UNION RIGHTS

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

B. MEETINGS. Meetings of a Union staff representative and a group of employees shall not be permitted during working hours except as provided in subsection 4.B. above; 5.A. above; or Section 12 (Grievance Procedure).

C. ACCESS TO RECORDS. An employee shall be permitted to review his/her own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the Union representative when accompanied by the employee or upon presentation of a written authorization
signed by the employee may request a copy of the employee's personnel record. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. Third party reference material shall not be made available.

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

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

SECTION 6. LEAVES OF ABSENCE

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

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 of Alameda, except as hereinafter provided.

C. MILITARY LEAVE.

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

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

a. Paid military leave, which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240 working hours
during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of 30 8-hour days but is designated in hours to account for alternative work schedules.

b. During the period specified in Subsection C. above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.

c. The rate of pay shall be the same rate the employee would have received for hours worked during a shift he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.

d. In no event shall an employee be paid for time he/she 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.

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

E. EDUCATIONAL LEAVE. A leave of absence without pay may be granted by the 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.

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

G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE. A leave of absence without pay may be granted to an employee to permit such a person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.
H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE. An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.

I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT. An employee having tenure in a classification in the classified County Service, who is appointed to the Project position, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Department Head, for the duration of said employee's assignment to the special project.

J. DISABILITY LEAVE FOR OTHER EMPLOYMENT. Anything in this Memorandum of Understanding to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Department Head, be granted leave of absence without pay during such disability to accept such employment.

K. PREGNANCY & CHILD BONDING LEAVE. A pregnant employee is entitled to receive a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensating time off or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave with pay accumulated pursuant to Alameda County Administrative Code Section 3-20. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

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

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

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

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

M. **BEREAVEMENT LEAVE.** A regularly scheduled employee may be granted up to five (5) days of leave of absence with pay by the Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four-week period. For purposes of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the appendices), son, stepson, daughter, stepdaughter, children of domestic partner, brother, sister, grandparent, grandchild, foster parent, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother-in-law, or sister-in-law.

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

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

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

SECTION 7. HOLIDAYS

A. HOLIDAYS DEFINED. Paid holidays shall be:

January 1st
Third Monday in January (Dr. Martin Luther King, Jr. Day)
February 12th (Lincoln’s Birthday)
Third Monday in February (Washington’s Birthday)
Last Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (Veteran’s Day)
Thanksgiving
Day after Thanksgiving
December 25th - 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. In no event shall this provision reduce the number of holidays set forth in this Memorandum of Understanding.
B. FLOATING HOLIDAYS.

Floating holidays will be allocated and used on a calendar year basis. Employees hired prior to July 1 of each year shall be entitled to four (4) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Department Head and taken within the calendar year. The first four (4) full days (32 hours) of vacation taken during each calendar year shall be charged as floating holidays. Employees hired after July 1 shall not be entitled to these floating holidays for the calendar year in which the employee was hired. Less than full-time employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work as of January 1.

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

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

In the event that January 1, February 12 (known as Lincoln’s Birthday), July 4, November 11 (known as Veteran’s Day), or December 25, shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (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.

D. HOLIDAYS FOR COURT ASSIGNED STAFF. For employees assigned to work Court holidays, in the event that the total number of judicial holidays in any fiscal year is less than the number of County holidays, as specified in Section 7.A., these employees shall be entitled to as many in-lieu holidays as is necessary to make the number of holidays equal to the number of holidays as specified in Section 7.A. An in-lieu holiday must be scheduled by mutual agreement of the employee and the Department Head, and taken within the fiscal year, except the Department Head may in writing authorize the in-lieu holiday to be carried over for one (1) fiscal year only. The in-lieu holiday will be granted on an hour-for-hour basis, up to eight (8) hours, pursuant to the number of hours worked on the County designated holiday.
SECTION 8. VACATION LEAVE

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

A. VACATION ACCRUAL

1. FOR EMPLOYEES HIRED PRIOR TO FEBRUARY 16, 2014. Each employee in the service of the County hired prior to February 16, 2014, shall accrue vacation leave according to the following schedules.

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

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

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

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

2. FOR EMPLOYEES HIRED ON OR AFTER FEBRUARY 16, 2014. Each person in the service of the County whose employment began on or after February 16, 2014, 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 weeks.
b. **Three (3) weeks accrual** - Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.

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

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

3. Effective December 27, 2020, all employees covered by this MOU shall accrue vacation leave as follows:

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

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

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

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

   Effective December 27, 2020, the provisions of subsection 8.A.1. and 8.A.2. shall no longer apply.

**B. CASH PAYMENT IN LIEU OF VACATION LEAVE.**

1. **For persons employed prior to February 16, 2014.**
a. An employee who accrues vacation leave pursuant to subsection 8.A.1, and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix “A,” for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee’s applicable maximum vacation balance as set forth in subsection 8.C.

b. Employees hired prior to February 16, 2014 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. The Department shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which can be paid for in cash upon termination.

2. **For persons employed on or after February 16, 2014.**

   a. An employee who accrues vacation leave pursuant to subsections 8.A.2, and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A, for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee’s applicable maximum vacation balance as set forth in subsection 8.C.

3. **Effective December 27, 2020, for all persons covered by this MOU.**

   An employee who accrues vacation leave pursuant to subsections 8.A.3, and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A, for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee’s applicable maximum vacation balance as set forth in subsection 8.C.

   Effective December 27, 2020, subsections 8.B.1. and 8.B.2. above shall no longer apply.

C. **LIMITATION ON UNUSED VACATION LEAVE BALANCES.**

1. **Hired Prior to February 16, 2014:** For employees hired prior to February 16, 2014, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year beginning the year 2000, shall be no more than two (2) times the employees’ vacation accrual rate and shall be as follows:

<table>
<thead>
<tr>
<th>Vacation Accrual Rate in Pay Period Prior to January 1 of Each Year</th>
<th>Maximum Balance in Pay Period Containing January 1 of Each Year</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vacation Accrual Rate in Pay Period Prior to January 1 of Each Year</strong></td>
<td><strong>Maximum Balance in Pay Period Containing January 1 of Each Year</strong></td>
</tr>
<tr>
<td>1 year</td>
<td>2 times</td>
</tr>
<tr>
<td>2 years</td>
<td>4 times</td>
</tr>
<tr>
<td>3 years</td>
<td>6 times</td>
</tr>
<tr>
<td>4 years</td>
<td>8 times</td>
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<tr>
<td>5 years</td>
<td>10 times</td>
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<tr>
<td>6 years</td>
<td>12 times</td>
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<td>7 years</td>
<td>14 times</td>
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<tr>
<td>8 years</td>
<td>16 times</td>
</tr>
<tr>
<td>9 years</td>
<td>18 times</td>
</tr>
<tr>
<td>10 years</td>
<td>20 times</td>
</tr>
</tbody>
</table>
2. **Hired On or After February 16, 2014**: For employees hired on or after February 16, 2014, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum balance and shall not recommence until the employee’s vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed their maximum balance, Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

<table>
<thead>
<tr>
<th>Vacation Accrual Rate</th>
<th>Vacation Accrual Rate</th>
<th>Maximum Pay Period Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>years of service</td>
<td>years of service</td>
<td></td>
</tr>
<tr>
<td>0 to 4 years</td>
<td>2 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>4 to 11 years</td>
<td>3 weeks</td>
<td>6 weeks</td>
</tr>
<tr>
<td>11 to 20 years</td>
<td>4 weeks</td>
<td>8 weeks</td>
</tr>
<tr>
<td>20 years</td>
<td>5 weeks</td>
<td>10 weeks</td>
</tr>
</tbody>
</table>

3. **All Employees Effective December 27, 2020**: Effective December 27, 2020, for all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee’s vacation accrual reaches its maximum balance and shall not recommence until the employee’s vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed their maximum balance, Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

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<thead>
<tr>
<th>Vacation Accrual Rate</th>
<th>Vacation Accrual Rate</th>
<th>Maximum Pay Period Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>years of service</td>
<td>years of service</td>
<td></td>
</tr>
<tr>
<td>0 to 4 years</td>
<td>2 weeks</td>
<td>4 weeks</td>
</tr>
<tr>
<td>4 to 11 years</td>
<td>3 weeks</td>
<td>6 weeks</td>
</tr>
<tr>
<td>11 to 20 years</td>
<td>4 weeks</td>
<td>8 weeks</td>
</tr>
</tbody>
</table>
D. **DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.

E. **MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION FOR EMPLOYEES HIRED PRIOR TO FEBRUARY 16, 2014.** Employees hired prior to February 16, 2014 who accrue vacation under subsection 8.A.1. shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination or which will avoid a downward adjustment at the beginning of the pay period containing January 1. As of the pay period containing January 1 of each year, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum vacation balance level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment. The implementation of 8.A.3 renders this section obsolete.

F. **MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half (1.5) times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Agency/Department Head may take vacation in excess of one and one-half (1.5) times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.

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

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

<table>
<thead>
<tr>
<th>Vacation Accrual Rate</th>
<th>Vacation Accrual Rate</th>
<th>Maximum Pay Period Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>years of service</td>
<td>5 weeks</td>
<td>10 weeks</td>
</tr>
</tbody>
</table>

20 years
continuous.

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

Vacations will be scheduled by mutual agreement between the Department Head and the employee. An employee shall be allowed to divide his/her vacation leave in any calendar year into two (2) segments. The Department Head, at his/her discretion, may grant an employee additional segments of vacation.

J. PERSONAL LEAVE. An employee shall be allowed two (2) days in any calendar year from his/her regular vacation allowance for personal leave. The Department Head shall not deny a request for this leave except for reasons critical to the operation of the department.

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

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

M. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU. 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 Section 8.A.2. or 8.A.3. above shall be subject to provisions outlined in Section 8.A.2. or 8.A.3. above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of two (2) times the accrual rate, he/she shall have his/her vacation balance reduced and subject to the maximum balance as provided in Section 8.C. effective the pay period containing January 1 of the calendar year following his/her appointment into the bargaining unit to allow time for the employee to reduce his/her balance below the cap. The vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance in Section 8.A.2. (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. The Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.
N. **DISABILITY INSURANCE.** A disability insurance policy will be made available for the employee only. Coverage can be purchased through the use of vacation sellback. Effective plan year 2009, disability insurance can be purchased through vacation sellback and/or payroll deductions. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

O. **VACATION PURCHASE PLAN.**

1. Only full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and accruing vacation at the two (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 a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, he/she shall carry over her/his purchased vacation balance in the same number of days and fractions of days.

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

1) The County shall cease deduction and no additional days will be allowed for purchase.

2) The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.

3) The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.

4) For purchased vacation remaining and unused though the final pay period of the calendar year, as set forth in Section h.3. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 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.

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

j. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in Section 8.B. of this MOU.

2. An employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee’s total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave and vacation time for all bi-weekly hours or portions thereof coded as purchased vacation. These prorated
premium costs shall be deducted from the employee’s 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**
   
i. The employee will pay a prorated amount of the County’s contribution toward medical premiums based on Vacation Buy hours used.
   
ii. If the employee uses more than 37.5/40 Vacation Buy hours in a pay period, the employee will be responsible for the entire medical premium.

b. **Dental premiums** – If the employee uses more than 37.5/40 Vacation Buy 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 Vacation Buy hours.

d. **Retirement** – The County will not contribute towards retirement when using Vacation Buy hours.

e. **Seniority** – The employee will not accrue seniority when using Vacation Buy hours.

f. **Time Reporting** – The employee will need to use the new time reporting code “VBN” when using Vacation Buy hours.

g. **Holidays**
   
i. The employee will not be eligible to receive holiday pay if the employee uses Vacation Buy hours the day before and/or the day after a holiday and;
   
ii. Holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.

**P. CONTINUATION OF SECTION.** Section 8. shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on November 12, 2022 as provided in the Scope and Term of Agreement Section, and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.
SECTION 9. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. Medical Plan Coverage for Full-Time Employees

   a. The County and covered employees will share in the cost of health care premiums. For coverage effective July 16, 2017 through January 31, 2019, the County will pay ninety percent (90%) of the total semi-monthly premium of a Health Maintenance Organization (HMO) plan:

      i. The County shall contribute 90% of the total semi-monthly premium for an HMO at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family) in a Plan Year.

      ii. The County shall contribute 90% of the total semi-monthly premium of the lowest cost HMO plan toward the total premium for a Preferred Provider Organization (PPO)/indemnity plan at the corresponding level of coverage (Self, Self+1 dependent, Family) in a plan year.

   b. For coverage effective February 1, 2019 through January 31, 2022, the County will pay eighty-seven and a half percent (87.5%) of the total semi-monthly premium for coverage at the full-time employee’s applicable level of enrollment (i.e. self, self + 1 dependent, family) for an HMO plan offered through the County. Alternatively the County will contribute toward the semi-monthly premium for a PPO/Indemnity Plan offered through the County in an amount not to exceed eighty-seven and a half percent (87.5%) of the semi-monthly premium for coverage at the employee’s applicable level of enrollment (i.e. self, self +1, family) of the lowest cost HMO plan offered through the County. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

   c. For coverage effective February 1, 2022 through the remaining term of this MOU, the County will pay eighty-five percent (85%) of the total semi-monthly premium for coverage at the full-time employee’s applicable level of enrollment (i.e. self, self + 1 dependent, family) for an HMO plan offered through the County. Alternatively the County will contribute toward the semi-monthly premium for a PPO/Indemnity Plan offered through the County in an amount not to exceed eighty-five percent (85%) of the semi-monthly premium for coverage at the employee’s applicable level of enrollment (i.e. self, self +1, family) of the lowest cost HMO plan offered through the County. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. Medical Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week. Any employee who is regularly scheduled to work
less than the normal work week for the job classification, but at least fifty percent (50%) of the normal work week for that job classification, shall be entitled to elect coverage under a County offered Health Maintenance Organization (HMO) or PPO/indemnity plan.

a. For coverage effective July 16, 2017 through January 31, 2019, the County’s contribution toward the provider’s premium shall be ninety percent (90%) of the total semi-monthly premium for an HMO plan prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/indemnity plan, the County will contribute ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO plan, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit.

b. For coverage effective February 1, 2019 through January 31, 2022, the County’s contribution toward the provider’s premium shall be eighty-seven and a half percent (87.5%) of the total semi-monthly premium for an HMO plan prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/indemnity plan, the County will contribute eighty-seven and a half percent (87.5%) of the total semi-monthly premium of the lowest cost HMO plan, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit.

c. For coverage effective February 1, 2022 through the remaining term of this MOU, the County’s contribution toward the provider’s premium shall be eighty-five percent (85%) of the total semi-monthly premium for an HMO plan prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least fifty
percent (50%) of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/indemnity plan, the County will contribute eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit.

3. **Duplicative Coverage.** This subsection applies to married County employees and employees in domestic partnerships (as defined in Appendix B) who are both employed by the County. The intent of this subsection limits married County employees and County employees in domestic partnerships from both covering each other within the same Medical Plan. Married County employees or employees in domestic partnerships, both employed by the County, shall be entitled to one (1) choice from the following list of Medical Plan coverages:

   a. Up to one (1) full family HMO membership,

   b. Up to one (1) full family PPO/Indemnity membership,

   c. Up to one (1) full family HMO membership together with up to one (1) full family PPO/Indemnity membership,

   d. Up to one (1) full family HMO membership with up to one (1) full family alternative HMO membership.

This section also applies to County employees when a parent and their child, under the age of 26 are both employed by the County. The child employee under the age of 26 cannot have duplicative coverage within the same plan as the parent employee. If the parent employee has the child employee on a family HMO plan, the child employee cannot select individual coverage on the same HMO plan as the parent employee.
4. Effect of Authorized Leave Without Pay on Medical Plan Coverage. Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within 30 calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

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

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

6. Open Enrollment. Eligible employees may choose from among a Health Maintenance Organization or PPO/Indemnity Medical Plan offered by the County during the open enrollment period held annually.

B. DENTAL PLAN OPTIONS

1. Dental Plan Coverage for Full-Time Employees:

   a. For coverage through the term of this Memorandum of Understanding, the County shall contribute the cost of the provider’s charge for a County-offered Dental Plan for full-time employees and their dependents, including domestic partners (as defined in Appendix B) and their eligible dependents provided that the employee is on paid status at least fifty percent (50%) of the normal full time pay period for the job classification. Eligible full-time employees may elect any one (1) of the following County-offered dental plan options listed below.
1) A PPO/Indemnity Plan

2) A supplemental spousal plan

3) A pre-paid, closed panel dental plan

2. Dental Plan Coverage for Less than Full-Time Employees. Any employee who is regularly scheduled to work less than the normal workweek for the job classification, but at least fifty percent (50%) of the normal full-time workweek for that classification, shall be entitled to elect coverage under a County-offered dental plan. For coverage through the term of this Memorandum of Understanding, the County shall contribute the full cost of the provider's charge for a County-offered Dental Plan for less than full time employees and their eligible dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time work week for the job classification. To participate, an employee has to be scheduled at least fifty percent (50%) of the normal full-time pay period for the job classification.

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

3. Duplicative Coverage. This subsection applies to married County employees and employees in domestic partnerships (as defined in Appendix B) who are both employed by the County. The intent of this section limits married County employees and County employees in domestic partnerships from both covering each other within the same dental plan. Married County employees and employees in domestic partnerships, both employed by the County, shall be entitled to one (1) choice from the following list of dental plan coverages:

a. Up to one (1) full family PPO/Indemnity plan together with up to one (1) full supplemental spousal plan,

b. Up to one (1) full family PPO/Indemnity plan together with up to one (1) full pre-paid closed panel dental plan,

c. Up to one (1) full pre-paid closed panel dental plan,

d. Up to one (1) full family PPO/Indemnity plan.

This section also applies to County employees when a parent and their child, under the age of 26, are both employed by the County. The child employee, under the age of 26, cannot have duplicative coverage within the same plan as the parent employee.
4. **Effect of Authorized Leave Without Pay on Dental Coverage.** Employees on authorized leave without pay, whose dental plan coverage lapses for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

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

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

6. **Open Enrollment.** Eligible employees may choose a Dental Plan offered by the County during Open Enrollment period held annually.

C. **CHANGES IN MEDICAL AND DENTAL COVERAGE.**

**Benefits 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 its receipt of such notice, the Union may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County’s Labor Relations Manager.

The parties agree that the County may make changes during the term of the Memorandum of Understanding 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 Memorandum of Understanding shall be reopened on notice to the Union to discuss possible changes in the medical and dental plan design.

SECTION 10. WAGES

A. Salaries for all represented classifications shall be increased as follows:

1. **February 11, 2018:** Effective February 11, 2018, base wage rates shall increase by 4% of February 10, 2018 base wage rates as a COLA, plus by another 6% of February 10, 2018 base wage rates as a special base wage rate adjustment.

2. **July 1, 2018:** Effective July 1, 2018, base wage rates shall increase by 2% of June 30, 2018 base wage rates as a special base wage rate adjustment, contingent upon the San Francisco Municipal Attorneys Association receiving a 3% COLA effective no later than July 31, 2018.

3. **February 10, 2019:** Effective February 10, 2019, base wage rates shall increase by 3.5% of February 9, 2019 base wage rates as a COLA.

4. **February 9, 2020:** Effective February 9, 2020, base wage rates shall increase by 3.25% of February 8, 2020 base wage rates as a COLA.

5. **February 7, 2021:** Effective February 7, 2021, base wage rates shall increase by 3.25% of February 6, 2021 base wage rates as a COLA.

6. **February 6, 2022:** Effective February 6, 2022 base wage rates shall increase by 3.5% of February 5, 2022 base wage rates as a COLA.

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

C. Employees who are Tier IV members of the Alameda County Employee Retirement Association are excluded from the County 3% contribution of the employee’s pension contribution.
SECTION 11. MANAGEMENT BENEFITS

Employees eligible for the Management-designated County Allowance for benefits may continue to receive this Allowance subject to any amendments/changes that may occur. Such amendments or changes may occur at any time and are at the sole discretion of the Board of Supervisors. The County’s contribution towards the M-designated County Allowance for benefits shall be $3,100 per calendar year. Effective Plan Year 2019, the County’s contribution towards the M-designated County Allowance shall increase to $3,300 per calendar year. Effective Plan Year 2022, the County’s contribution towards the M-designated County Allowance shall increase to $3,500 per calendar year. The use of the County Allowance was expanded to include dependent care assistance and adoption assistance, beginning Plan Year 2015.

SECTION 12. GRIEVANCE PROCEDURE

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

B. EXCLUSION OF CIVIL SERVICE MATTERS. The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.

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

1. Step One: Any employee who believes he/she has a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor. An authorized representative of the Union, if requested by the employee, may assist in the presentation of a grievance at any level of the grievance procedure. The immediate supervisor shall have five (5) working days from the date of the informal discussion to verbally respond to the employee.

2. Step Two: If a satisfactory solution is not accomplished by informal discussion, the employee shall have five (5) working days following the supervisor’s verbal response or ten (10) working days from the date of the informal discussion, whichever is later, to file the grievance in writing with the Chief Assistant County
Counsel. The Chief Assistant County Counsel shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in any such hearing as may be convened. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the County Counsel.

3. **Step Three:** The County Counsel shall have fifteen working days in which to review, hold a hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the County Counsel, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the County Counsel and the employee or his/her representative.

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

E. **INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 3 of subparagraph C. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the County Counsel made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or his/her 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 his/her designee, shall have twenty (20) working days in which to review and seek adjustment of the grievance.

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

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

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

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

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

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

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

2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of the grievance as a direct consequence of representations made by the County upon which the grievant relied to his/her detriment.

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

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

L. **CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection K. above, in no event shall any grievance include a claim for money relief for more than a 60-day period. The application of this period shall be as follows. The earlier of:
1. The 60-day period is limited to that which immediately precedes the filing of the grievance, or,

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

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

M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section the provisions of Section 1. (Recognition) of this Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 12.D. and E. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 13. CATASTROPHIC SICK LEAVE PROGRAM

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

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

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

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

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

5. Donations shall be made in full-day increments of eight (8) hours, and in increments of four (4) hours for less than full-time employees. All donations are irrevocable. Employees may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.

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

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

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

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

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

**SECTION 14. POSITIONS DESIGNATED BILINGUAL**

Effective July 1, 2018 and upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional
$55.00 per biweekly pay period. A person occupying such a position and having fluency in three (3) or more languages shall receive $60.00 per pay period provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.

SECTION 15. NO STRIKE – NO LOCKOUT

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

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

SECTION 16. SAVINGS CLAUSE

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

SECTION 17. RENEWAL OF AGREEMENT

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

SECTION 18. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Union for the Board’s consideration and approval. Upon approval, the Board shall adopt an Ordinance which shall incorporate this Memorandum of Understanding in full or by reference. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.
SECTION 19. SCOPE AND TERM OF AGREEMENT

Except as otherwise specifically provided herein, the Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect up to and including November 12, 2022 except for Section 8. (Vacation Leave) which shall continue in full effect as provided in subsection 8.P.

SIGNED AND ENTERED INTO THIS 26 DAY OF April, 2018

FOR THE COUNTY OF ALAMEDA

[Signature]

FOR INTERNATIONAL FEDERATION OF PROFESSIONAL TECHNICAL ENGINEERS, LOCAL 21

[Signature]

FOR ALAMEDA COUNTY COUNSEL'S ASSOCIATION

[Signature]

JOE ANGELO, HUMAN RESOURCES DIRECTOR

HUMAN RESOURCES SERVICES

Approved as to Form:

DONNA ZIEGLER, COUNTY COUNSEL

By [Signature]
APPENDIX A
Represented Classifications and Salary

Listed herein are the Alameda County job classifications in Representation Unit R065 represented by the Alameda County Counsels’ Association. The biweekly wage rates shown are established by the Alameda County Board of Supervisors and are effective on dates shown. The job classifications have a work week of 40 hours.

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APPENDIX B

Domestic Partner Defined

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

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

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

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

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

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

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

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

Employment Discrimination Complaint Procedures

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

3.48.010 Purpose.

3.48.020 Scope.

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

3.48.040 Objectives.

3.48.050 Definitions.

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

3.48.070 Informal and formal procedures.

3.48.080 Costs of hearing.

3.48.090 Representation.

3.48.100 Freedom from reprisal.

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

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

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

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

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

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

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

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

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

"Formal complaint" means written complaint which states clearly the basis for an allegation of discrimination and the relief requested. (Prior admin. code 2-18.05)
3.48.060  **Filing of FEPC and EEOC complaints not prohibited.**

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

3.48.070  **Informal and formal procedures.**

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B.  **Resolving Formal Complaints.**

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

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

3. **Review County Affirmative Action Officer.** The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.
4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.

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

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

The aggrieved person/complainant has a right to be accompanied, represented and advised by a person of his or her own choosing at all stages of the process, but no recognized employee organization shall be obligated to furnish such representation or advice except upon such basis as the aggrieved person/complainant and the recognized employee organization shall mutually agree. (Prior admin. code 2-18.09)
3.48.100 Freedom from reprisal.
   An aggrieved person/complainant, his or her representative, and witness shall be free from restraint, interference, coercion, discrimination or reprisal at all stages in presenting and processing a complaint, including the informal counseling state. (Prior admin. code 2-18.10)
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Billable Hours Requirement

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY COUNSEL’S ASSOCIATION, IFPTE, LOCAL 21 AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT
March 27, 2018

1. Attorneys in the Office of the County Counsel are required to work at least eight hours per day, 40 hours per week and as salaried attorneys (exempt from the overtime provisions of the FLSA) the time required to complete their duties is not limited by the length of the normal County work week. Attorneys in the Office of the County Counsel receive the applicable management benefits set forth in Section 7 of the County Salary Ordinance.

2. Attorneys are to record billable hours for work performed for clients of the Office of the County Counsel (“OCC”). Except for the month of June, all billable hours must be entered into the OCC ProLaw electronic record system no later than fourteen (14) calendar days after the end of each calendar month. For the month of June, which is the final month in the County Fiscal Year, all billable hours must be entered into the OCC ProLaw electronic record system no later than seven (7) working days after the end of the calendar month. Time not entered into the ProLaw system by the entry deadline will be excluded from the calculation of the attorney’s billable hours’ requirements. The County Counsel, or his/her designee, may grant a request for a reasonable extension of time within which to enter billable hours into the ProLaw system when a deadline is not met due to special circumstances. Billable hours do not include time expended at work that is not legal or administrative support of either OCC or its clients.

3. As a performance expectation, attorneys are expected to bill one thousand, six hundred (1,600) hours or more billable hours per calendar year, and four hundred (400) hours or more per quarter, with no greater than 10% administrative time as referenced in # 5 below. Attorneys who fail to bill four hundred (400) billable hours in any one quarter of a calendar year will be considered compliant with this expectation if the attorney bills a cumulative eight hundred (800) hours or more for the current and immediately preceding quarter of the calendar year.

4. It is required that each attorney will record a minimum of 7.2 hours per day worked. This number, 7.2 hours, is an expected daily average that attorneys must meet over an average 8 hour day worked. Days not worked, due to any authorized leave, will not be counted toward the minimum average. Partial days worked will be added together into total days and each such 8 hour period will be expected to yield an average of 7.2 billable hours.

5. Of the average 7.2 total billable hours per day, no greater than 10% (cumulatively) may be billed to the Office of County Counsel or for non-client work which includes professional development, attendance at seminars/conferences where attendance is not billable client time, mandatory all staff meetings, including division meetings (if not appropriate to bill the client), recruitment activities requested/approved by Executive Staff, internal administrative activities requested/approved by Executive Staff (e.g. Sunshine Committee, Library Committee, Combined Charities Committee, Website Committee, etc.) and MOU/County sanctioned union activities. Based on the value of particular non-client activities to the office and depending on an attorney’s workload and assignments, the Executive Staff may authorize additional time (beyond the 10%) for the above or
similar activities (such as certain pro bono, bar, or County Counsel Association activities) to be credited to that attorney's billable hours.

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

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

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

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

This sideletter is effective upon adoption of this MOU by the Board of Supervisors.
Maximum Annual Dental Coverage Limit

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

March 27, 2018

The parties agree that effective Plan Year 2019, the maximum annual dental coverage limit shall be increased $100, to a total of $1,650 per Plan Year.

Effective Plan Year 2021, the maximum annual dental coverage limit shall be increased $100, to a total of $1,750.00 per Plan Year.

FOR THE COUNTY:
Feith Fenn
Cynthia Bacon

DATE: 4/24/18

FOR ACCA:

DATE: 4/20/18
Telecommute Policy

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSELS’ ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

Section A. The County Counsel or his or her designee may authorize an attorney to work from the attorney’s home if, in the County Counsel’s discretion:

1. The attorney is engaged in a specific, agreed upon work activity that requires a written work product that does not require the attorney’s presence at his or normal County work location;
2. The competent performance of such activity could benefit and would not be harmed by virtue of the isolation that a home office environment would provide;
3. The attorney’s home office complies with the County’s requirements as set forth in the general County telecommuting policy;
4. The attorney has home access to the resources he or she would need to competently perform the work activity, including any necessary equipment that the attorney will provide at his/her own cost;
5. The attorney would maintain complete availability for meetings and telephone consultations;
6. The attorney’s home office would be adequately insulated from distractions that commonly occur in a home environment (e.g., interruption by household members, guests, contractor noise, etc.); and
7. The attorney’s home office provides the necessary anti-virus and confidentiality protections of the normal County location.

Section B. An attorney may telecommute no more than forty (40) hours in any calendar year.

Section C. The County Counsel or his or her designee will determine the duration of any telecommute privilege and may terminate it at any time.

Section D. The attorney shall indicate on billing records the number of hours that were worked while telecommuting.

Section E. Decisions regarding the administration of this Article, including but not limited to who may telecommute and the duration of telecommute privileges, are not subject to the Grievance Procedure or other appeal.
Parity with Public Defender Job Classes

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

Parity with Public Defender

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

FOR THE COUNTY:

[Signatures]

DATE: 4/24/18

FOR ACCA:

[Signatures]

DATE: 4/20/18
Job Sharing Pilot Program

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS BETWEEN
ALAMEDA COUNTY Counsels' Association, IFPTE, LOCAL21 and THE COUNTY OF ALAMEDA

SIDE LETTER OF AGREEMENT
March 27, 2018

MOU SECTION: Job Sharing Pilot Program Sideletter of Agreement

INTENT: Extend the pilot program, making amendments to conform to the billable hours sideletter and other non-substantive corrections.

LANGUAGE: Amend existing language in paragraphs 1, 3, 4, 5, 6, 7 and 8

1. The County of Alameda ("County") and the Alameda County Counsel's Association, IFPTE Local#21 ("Union") agree to continue a pilot Job Share Program in the Office of the County Counsel beginning within 60 days of adoption of this MOU and lasting through November 12, 2022.

2. The County Counsel will designate one existing full-time (i.e., 40 hours per week) position in the Deputy County Counsel classification that may be shared by two (2) Deputy County Counsel attorneys with each participant scheduled to work half time (40 hours per pay period). The basic schedule for employees in a job share will be three days of eight hours of work per day in one workweek of the pay period and two days of eight hours of work per day in the alternate workweek of the pay period in a manner that provides for full-time workweek coverage in the position being shared, though this schedule may be altered by mutual agreement of the County Counsel and the participants. The job share participants shall submit a proposed half-time schedule, and the County Counsel will approve the schedule if he/she determines, in his/her sole discretion, that the requested schedules meet the operational and administrative needs of the Office of the County Counsel. Deputies participating in a job share will be expected on their own initiative, and may be required by the County Counsel, to work more than their normal half-time schedule within one or more work weeks or work days to ensure that required work (such as litigation-related activities, for example) is carried out in the most effective manner possible, as determined by the County Counsel.

3. The County Counsel or his or her designee will assign duties to the job share participants that are, in the County Counsel's judgment, consistent with the operational and administrative needs of the Office.

4. Employees in the Deputy County Counsel classifications shall submit an initial notice of interest in such job share no later than the date specified by the County Counsel, and the County Counsel's Office will establish and maintain a list of those interested. The County Counsel shall make the selection based on his or her determination of the best interests of the Office of the County Counsel.

5. If one of the participants accepts appointment to another available full-time position, is unable to work due to disability, terminates or is otherwise unavailable for work in the Job Share position, the County Counsel may require the remaining participant to resume work on a temporary or continuous full-time basis, on three weeks’ notice. A job-sharing attorney shall not be entitled to receive any additional compensation for working additional hours while in a job-share position.

6. The Deputy County Counsels occupying a job share position shall remain in such job share arrangement until: (1) a vacancy occurs within the Office into which the County Counsel, in his/her sole discretion, is willing to assign a job sharing attorney; (2) the job share participant has participated in the program for 12 months; or (3) the County Counsel returns the participants to full time work. If one participating Deputy County Counsel leaves the job sharing program, during the term of the Pilot, and there is not a list of deputies wishing to enter the program, the remaining job share employee may seek to find another Deputy County Counsel acceptable to the County Counsel, in the County Counsel's sole discretion, to participate in the job share program or return to full-time status by the time his or her job share partner leaves the job sharing program but not on less than three (3) weeks’ notice.

7. When a vacancy occurs within the Office, the County Counsel shall determine the ultimate vacant position to be filled. If a job share participant is interested in returning to a full-time position, he or she must notify the County Counsel (or his or her designee) in writing. Individuals who have notified the County Counsel of their interest in
returning to full-time work prior to the vacancy occurring will then be considered for the ultimate vacancy. The County Counsel shall review the list of employees interested in returning to full-time work and determine the individual who best meets the Office’s business needs for the current vacancy. The County Counsel must restore a Deputy County Counsel to the first available full-time position as assigned by the County Counsel following notice by a Deputy County Counsel requesting return to full-time status.

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

8. The provisions of the “Billable Hours Requirement Sideletter of Agreement” shall be applicable to participants in the Job Share Pilot Program except that the requirements shall be halved to meet the reduced work schedule. Thus: (a) job share participant is required to work 20 hours per week instead of 40; (b) a job share participant is expected to record billable hours for work performed for clients as and when required by the Billable Hours sideletter; (c) as a performance expectation, a job share participant is expected to bill eight hundred (800) hours or more billable hours per calendar year, and two hundred (200) hours or more per quarter, with no greater than 10% administrative time; and (d) a job share participant who fails to make 200 billable hours in any one quarter of a calendar year will be considered compliant with this expectation if the attorney bills a cumulative 400 hours or more for the current and immediately preceding calendar quarters. The provisions of this paragraph shall be effective for a job sharing employee commencing upon the first January 1, April 1, July 1st or October 1st that they are in the job sharing position and ending on the first March 31st, June 30th, September 30th or December 31st after the deputy leaves the program.

9. If operational problems arise in connection with the job sharing arrangement, the parties will endeavor to resolve the issues. At the conclusion of the pilot, the parties will meet to evaluate the pros and cons of the program. Following the evaluation, the County Counsel will decide whether to continue or terminate the program. The Job Share Program will only continue after the pilot if the County and the Union thereafter mutually agree to such continuation, except that deputies currently participating in the Job Share at the time of its termination shall remain in the Job Share until a full time Deputy County Counsel position becomes available into which that individual may be placed. Termination of the Job Share Program shall not be in and of itself grounds to layoff or otherwise terminate deputies participating in the Job Share Program at the time of its termination, or full time deputies, though the right of the County to conduct layoff or termination for any other lawful reason shall not be abridged.

10. Decisions/determinations that the County Counsel is entitled to make under this Job Share Pilot Program, including but not limited to determinations of operational needs are final and not subject to grievance or other appeal.

11. This written instrument is the entire Sideletter between the two parties.
**Labor Management Committee**

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS BETWEEN**

**ALAMEDA COUNTY COUNSEL’S IFPTE, LOCAL 21,**

**THE COUNTY OF ALAMEDA**

**SIDELETTER OF AGREEMENT**

**March 27, 2018**

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

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

1. The Committee will provide a forum to address matters the parties agree are of mutual concern, for information-sharing, and review of workplace developments that arise during the period of this MOU.

2. The Committee will not discuss issues related to discipline, grievances, individual employee performance, negotiations, or meet and confer items, and it is not to interfere with management rights.

3. The Committee may include up to two (2) ACCA members, and one (1) ACCA business representative. OCC may include as many Committee members as the County Counsel, in her sole discretion, determines appropriate.

4. The Committee will meet quarterly on a mutually agreed upon date and location. Committee meetings may be cancelled by mutual written agreement. Additional Committee meetings may be scheduled by mutual agreement of the parties following an exchange of a written request that includes the topics proposed for the Committee meeting.

5. One week prior to the regular Committee meeting date, the ACCA business representative will send to the OCC Human Resources representative a list of proposed topics to be discussed during the meeting and a list of ACCA members to be present. If no agenda items are received from the business representative at least one calendar week before the meeting date, no meeting will be held. The County Counsel may add items to the ACCA proposed list of topics.

6. Meetings will be one (1) hour in length and may be extended by mutual agreement. The two (2) ACCA members attending a meeting during their normal working hours will be on paid release for the duration of the meeting.

For the County of Alameda:

[Signature]

Date: \(4/24/18\)

For ACCA:

[Signature]

Date: \(4/20/18\)
One-Time Payment

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

March 27, 2018

The parties understand and agree that all represented employees in the bargaining unit as of July 2, 2018 shall receive a one-time payment of $2500 (gross). The parties agree that the one-time payment shall not be eligible as pensionable compensation. The payment shall be made as soon as administratively possible following July 2, 2018.
Billable Hours Performance Memos

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY COUNSEL’S ASSOCIATION, IFPTE, LOCAL 21 AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT

April 10, 2018

Upon adoption of this MOU by the Board of Supervisors, the County agrees to withdraw any performance memos regarding billable hours that were issued in 2017 through March 2018.

FOR THE COUNTY:

[Signatures]

DATE: 4/24/18

FOR ACCA:

[Signatures]

DATE: 4/20/18
Unfair Labor Practice

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY COUNSEL’S ASSOCIATION, IFPTE, LOCAL 21 AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT

March 27, 2018

Upon adoption of this MOU by the Board of Supervisors, the Union agrees to withdraw Unfair Labor Practice Charge #SF-CE-1510-M dated August 17, 2017.

FOR THE COUNTY:

[Signature]
[Signature]
DATE: 4/24/18

FOR ACCA:

[Signature]
[Signature]
DATE: 4/20/18
Share the Savings

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL’S ASSOCIATION
IFPTE, LOCAL 21
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

The parties agree that the county shall increase the existing monthly Share the Savings stipend in Plan Year 2015, so that the new monthly totals shall be as follows:

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

For the County:

Cynthia Baron

For IFPTE, Local 21, ACCA:

[Signature]

DATE: 12/30/13

DATE: 12/30/12
Access to New Employees

SIDELETTER OF AGREEMENT BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL 21
AND
THE COUNTY OF ALAMEDA

I. Definitions

For all purposes of this Sideletter Agreement, the following definitions shall apply:

A. “Employee” means any employee, whether permanent, temporary, full-time, part-time, or seasonal

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

II. General Provisions

A. The Alameda County Human Resource Services (HRS) Employee Benefits Center (EBC) coordinates a county-wide New Employee Orientation 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 am – 1:00 pm.

B. 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.

C. 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.

D. 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.

E. List of New Employees: With the exception of the PACE Chapter (Units S-06 and S-25), 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 close of business on the Monday prior to the scheduled NEO. Such information shall also include any employees who have promoted or transferred into a bargaining unit represented by the Union 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.

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

In the notifications, the EBC and SSA, as appropriate, will provide the name, job title, business unit, work address, work, home and personal cell phone numbers, work and personal email addresses, and home address on file with the County. If the County does not have the home and personal cell phone number or the personal email address on file, this information shall not be provided in the notice. In accordance with the California Public Records Act Government Code Section 6254.3 (a)(3), the County will not disclose the home addresses and phone numbers of employees performing law enforcement functions.

F. Public Defender Chapter (Units R68 and 069): Newly-hired attorneys in bargaining units R68 and 069 attend a week-long departmental training. The Union representative shall work with an identified management representative in the Public Defender's Office to schedule a thirty (30) minute Union orientation for all newly-hired attorneys during each week-long training. The Union orientation shall not be scheduled during a rest break or meal break. The Union orientation shall not exceed the allotted thirty (30) minutes. One (1) Union member designated by the Union shall be released in accordance with the amended Section 4 of the MOU to conduct the orientation. A Union staff representative may also attend the orientation.

G. PACE Chapter (Units S-06 and S-25): On the first Tuesday following the employee's date of hire or date of entry into the bargaining unit, new employees in this chapter shall be released from 8:30-8:50, with reasonable travel time and without loss of compensation, to meet with one (1) Union-designated member and/or staff representative at their worksite for a twenty (20) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with the amended section 4 of the MOUs. The Union orientation shall not occur during a rest or meal break. The Union orientation shall not exceed the allotted twenty (20) minutes, except that in the event there are three (3) or more new employees in the chapter at a single worksite address in the same pay period, the Union shall be allotted thirty (30) minutes for the Union orientation. If a thirty (30) minute orientation is warranted under the provision herein, the Union shall request additional release time through the Agency's Human Resources Representative. The Union shall be permitted to reserve a separate room, designated by the Agency, for the orientation, provided one is available. In the event the Union orientation cannot take place due to scheduling or other unavoidable conflicts on the first Tuesday as provided above, the parties will work together to schedule the orientation period, which shall take place within ten (10) calendar days of the original meeting date.
H. Engineers Chapter (Unit 077); Management Engineers Chapter (Unit R030); Units 16 and Unit 60 Chapter; ACCA Chapter (R65); Within ten (10) calendar days of Local 21’s receipt of the new employee list provided for in Section E., above, newly-hired employees in these chapters 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 twenty (20) minute Union orientation. The Union-designated member shall also be released without loss of compensation to conduct the Union orientation in accordance with the amended Section 4/5 of the respective MOUs. The Union orientation shall not occur during a rest or meal break. The Union orientation shall not exceed the allotted twenty (20) minutes. The Union shall be permitted to reserve a separate room, designated by the Department, for the orientation, provided one is available.

I. Release Time: The parties agree to amend, as appropriate, Section 4 and Section 5 of the respective MOUs to allow one (1) member designated by the Union for each Union orientation to be granted release time to meet with new employees entering into the bargaining unit as provided for in Sections F., G., and H., above. The release time shall be included in the current hours allowed under any MOU containing such a provision.

III. Provision of Information

A. 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, as indicated below. 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

B. In accordance with the California Public Records Act, Government Code Section 6254.3 (a)(3), the County will not disclose the home addresses and phone numbers of employees performing law enforcement functions.
IV. Re-Opener

In the event there are any proposed changes regarding the Union’s access to new employees under this Sideletter of Agreement, either party may request to meet and confer to establish new terms in accordance with Government Code Section 3557. No changes to the terms of this Sideletter that may impact the Union’s access to new employees may be implemented prior to the conclusion of the meet and confer process.

FOR THE COUNTY:

[Signature]
Date

FOR IFPTE, LOCAL 21:

[Signature]
Date

[Signature]
Date

[Signature]
Date

[Signature]
Date

[Signature]
Date

[Signature]
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Date

[Signature]
Date

[Signature]
Date
March 27, 2018

Amihan Makayan
ACCA – IFPTE Local 21
167 Mission St. Room 201
San Francisco, CA 94103

**RE: Management Benefits – Debit Cards**

Dear Ms. Amihan Makayan,

Alameda County Human Resource Services (HRS) has considered the Alameda County Counsels’ Association’s request to establish a debit card system to process FSA eligible reimbursements.

Human Resource Services agrees to evaluate the use of a debit card, which would allow reimbursement to employees at the point of service for eligible expenses, to determine if the card would be cost effective for the County and would increase efficiency for employees requesting reimbursements.

Very Truly Yours,

[Signature]

Joe Angelo
HRS Director

Cc: Cynthia Baron, Labor Relations Manager
    Mecole Tate, Labor Relations Analyst
March 27, 2018

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

RE: Letter of Commitment - Emergency Preparedness Plan

Dear Ms. Makayan:

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

Very truly yours,

DONNA R. ZIEGLER
County Counsel

DRZ/
ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 05/08/2018

Approved as Recommended ☑ Other ☐
Read titles, waived reading of ordinances in their entirety and continued to Tuesday, 5/22/18 for second reading; Item D was approved as recommended


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

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

File No. 30114
Item No. 35

Copies sent to:

Special Notes:

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

ATTEST:
Clerk of the Board
Board of Supervisors

By: Rhonda Bailey
Deputy
## COUNTY OF ALAMEDA
### PAYPERIOD CALENDAR
### 2018

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

nguyen 021610 (updated 091013)

V:\Payroll\PRCalendar\PPCalendar_Master1 (2016-)
# County of Alameda Payperiod Calendar

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

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

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## COUNTY OF ALAMEDA
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#### 2021

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<td>THANKSGIVING OBSERVED 11/25/21 AND 11/26/21</td>
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(*) Not applicable to all employees, please refer to the applicable MOU

Modified 02/15/10 (updated 07/01/15)
## COUNTY OF ALAMEDA
### PAYPERIOD CALENDAR
#### 2022

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*V:\Payroll\IPRCalendar\PPCalendar_Master1 (2016-)*