

**MEMORANDUM  
OF  
UNDERSTANDING**

**ALAMEDA COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL**

**AND**

**THE COUNTY OF ALAMEDA**



**December 23, 2012 – July 28, 2018**

**2012 – 2018  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
ALAMEDA COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA**

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**2012 - 2018**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE**  
**ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES**  
**COUNCIL AND THE COUNTY OF ALAMEDA**

**THIS MEMORANDUM OF UNDERSTANDING** is entered into by the County of Alameda, said political subdivision hereinafter designated as "County," and Alameda County Building and Construction Trades Council, hereinafter designated as "Union," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period December 23, 2012 through July 28, 2018, for those employees working in representation units referred to in Section 1. hereof.

**SECTION 1. RECOGNITION.**

- A.** The County recognizes the Union as the exclusive bargaining representative for the following employees:
1. All full-time employees in classifications included in Bargaining Unit II as specifically enumerated in Appendix A attached hereto;
  2. All part-time employees in classifications included in Bargaining Unit II as referenced above, who are regularly scheduled to work two-fifths or more time per pay period.

The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within the above-referenced classifications. On an as-needed basis or not less than twice annually, in the months of May and November, representatives of the County and Union shall meet for the purpose of assigning any other newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.

- B.** In disputes between the County and the Union over the assignment of newly created Civil Service classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:
1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within the scope of (a) management designated classifications, e.g., project specialists, management specialists, administrative interns, or other administrative classifications; or (b) classifications represented by other employee organizations.
  2. The arbitrator shall reject any claim of the Union to any newly created classification occupied exclusively by employees who work less than two-fifths time.
  3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within an Alameda County Building and Construction Trades Council-represented classification or if a newly created classification is without clear recent precedent in the County service,

whether or not the duties of such classification are, in general character, similar to those within Alameda County Building and Construction Trades Council-represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the National Labor Relations Act, to a non-supervisory bargaining unit represented by the Union. In case of an arbitration involving classifications without clear recent precedent in the County service, the arbitrator shall receive as relevant evidence the views of affected employees.

4. In the resolution of disputes arising from this Section 1., the parties agree on the selection of an arbitrator. In case of disagreement on the selection of the arbitrator, the provisions of Section 26.H. of the Memorandum of Understanding shall apply.

## **SECTION 2. NO DISCRIMINATION.**

- A. **DISCRIMINATION PROHIBITED.** In receiving the rights afforded by this Memorandum of Understanding, no person shall in any way be favored or discriminated against because of political or religious opinions or affiliations, or because of racial or national origin or because of sexual orientation; and to the extent prohibited by law, no person shall be discriminated against because of age, gender, or physical disability. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix D, 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 the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this Memorandum of Understanding because of the exercise of rights to engage or to not engage in Union activity.
- C. **RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix D during the term of this agreement, subject to the duty to meet and confer.

## **SECTION 3. UNION SECURITY.**

- A. **NOTICE OF RECOGNIZED UNION.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation units referred to in Section 1. hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Union. The Union shall receive from the County on a flow basis, but at least once biweekly, the names and addresses of all new employees hired within such units. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues, a service fee, or a charitable contribution.

- B. AGENCY SHOP.** Except as provided otherwise in this Section, employees in the representation unit referred to in Section 1. hereof, shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 98 percent of Union dues and initiation fees (hereinafter collectively termed "service fee") of the Union representing the employee's classification and representation unit.
- C. IMPLEMENTATION.** Any employee hired by the County subject to this Memorandum of Understanding shall be provided through the employee's department or agency, with a notice advising that the County has entered into an agency shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to agency/department payroll. If the form is not completed properly and returned within five working days, the County Auditor-Controller shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions or charitable contribution for such employee shall be the beginning of the first pay period of employment except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

Membership in a union other than the union recognized for the employee's representation unit and classification is permissible, but will not affect the employee's obligation to become and remain a member of the union representing his/her unit and classification or to pay a service fee in lieu of such membership to such union.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fee check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Union dues and service fee.

- D. RELIGIOUS EXEMPTION.** Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment.

To qualify for the religious exemption, the employee will be required to submit to the Union and County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program, the Emergency Food Bank Network, or the Narcotics Education League.

- E. EXCLUSION OF EMPLOYEES.** The agency shop provisions set forth in subsections 3.B., 3.C, and 3.D. herein shall not apply to persons occupying positions designated as management, supervisory, or confidential, nor to persons not in the classified civil service. The County may designate positions as confidential in accordance with Administrative Code Section 3.04.020.
- F. FINANCIAL REPORTS.** The Alameda County Building and Construction Trades Council shall make available its LM-2 filings pursuant to Government Code Section 3502.5(f). The Labor-Management Reporting and Disclosure Act of 1959 requires the Unions to file it LM-2 ninety (90) days after the end of the fiscal year. The County and employees can find a copy of the filed LM-2 at the Department of Labor OLM's website (<http://Kcerds.dol-esa.gov/query/getOrgQry.do>).
- Failure to file such a report within 100 days of the close of each Union's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.
- G. PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.
- H. HOLD HARMLESS.** The Union shall indemnify and hold the County, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the agency shop provisions herein. In no event shall the County be required to pay from its own funds, Union dues, service fee or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- I. SUSPENSION OF AGENCY FEES.** For the duration of any strike, sanctioned, called or supported by the Union, the County may suspend collection of agency service fee without jeopardy to the employee.
- J. WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1. of this Memorandum of Understanding shall not require an election herein for the application of this agency shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1. of this Memorandum of Understanding shall also not require an election herein for the application of this agency shop provision to such units.



**SECTION 4. ACCESS TO EMPLOYEES; USE OF BULLETIN BOARDS; USE OF COUNTY FACILITIES; MEETINGS; SHOP STEWARDS**

- A. **ACCESS TO EMPLOYEES.** Authorized representatives of the Union shall have the right to contact employees and to visit job sites within the representation unit during working hours for the purposes of administering this Memorandum of Understanding and consulting with stewards and employees on matters within the scope of representation. Such representatives shall notify the agency/department head or his/her designated representative of their presence prior to their arrival. The Union agrees that such representative shall not unduly disrupt the business of the work unit involved.
- B. **USE OF BULLETIN BOARDS.** The County agrees that reasonable space shall be allowed on bulletin boards for use by employees and the Union to communicate with unit employees. Posted materials shall not be obscene, defamatory, or unrelated to the scope of representation.
- C. **USE OF COUNTY FACILITIES.** County facilities may be made available upon timely application to the management representative under whose control the facility is placed for use by employees and the Union. Such use shall not occur during working hours other than lunch periods.
- D. **MEETINGS.** Meetings of Union representatives and unit employees or a group of unit employees may be held on County property, provided, however, such meetings shall not be during working hours except as stated in Subsection E hereof.
- E. **SHOP STEWARDS.**
1. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.
  2. **ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that his/her stewardship function does not relieve him/her from conforming to all rules of conduct and standards of performance established by law, regulation, county or agency/department policy or Memorandum of Understanding.
  3. **SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Agency/Department Head shall be advised in writing of the steward being replaced and the steward named to take his/her place within thirty (30) calendar days of the new appointment. The union may appoint up to fourteen (14) shop stewards.

4. **DUTIES AND RESPONSIBILITIES OF STEWARDS.** The following functions are understood to constitute the complete duties and responsibilities of shop stewards.

a. Duties and Time Limits

- 1) Shop Stewards Working Full Time. After obtaining supervisory permission, shop stewards employed full-time will be permitted to leave their normal work area during on-duty time not to exceed eight hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
- 2) Shop Stewards Working Less Than Full Time. After obtaining supervisory permission, shop stewards employed two-fifths time or more, but **less than full time**, will be permitted to leave their normal work area during on-duty time not to exceed four hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.

To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The shop steward shall report such time to his/her supervisor as shop steward leave (payroll code UNI) for timekeeping purposes.

The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.

- 3) If, in the judgment of the supervisor, because of the necessity of maintaining an adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance or a disciplinary action during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

- b. Stewards/employees who participate in the meet and confer process and/or participate on a Labor Management Team, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participating on a labor management team.
- c. Changes In Stewards Or Number Of Stewards. If management reassigns a shop steward which will leave his/her present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one steward will be allowed time off from work upon one occasion to investigate the grievance.
- d. Shop Steward Signs. Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than four inches by twelve inches.

- F. **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 County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

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

## **SECTION 5. HOURS OF WORK; SHIFTS; SCHEDULES AND REST PERIODS.**

- A. **WORK SCHEDULE AND CHANGE OF SHIFT.** The Agency/Department Head shall prepare a schedule showing the hours which employee and appointive officer of the County in his/her agency/department is to work. Except under emergency situations, no employee's shift shall be changed in any work week; and no shift change may be made except upon 10 days' notice of such change in shift to employee.
- B. **WORK DAY AND WORK WEEK.** The normal work week for each classification covered by this Memorandum of Understanding is specified in Appendix A.
1. For each employee whose normal workday is 7.5 hours per day, the normal work week shall be 37.5 hours, excluding overtime.
  2. For each employee whose normal workday is 8 hours per day, the normal work week shall be 40 hours, excluding overtime.
  3. For each part-time employee, the work day and/or work week will be determined by the Agency/Department Head. The work day and/or work week will be a proration of time scheduled to work to the normal 37.5 or 40 hour work week base for the employee's classification enumerated in Appendix A.
  4. For part-time and services-as-needed employees, the "work week base," as used herein, shall mean an amount of hours in a work week which are equivalent to the full-time hours listed for classifications as enumerated in Appendix A.
- C. **HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the County's work place, or in some other place where the employee is carrying out the duties of the County.
- D. **REST PERIODS.** Each employee shall be granted a rest period of fifteen minutes during each work period of more than three hours duration, provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.

- E. **CONVERSION OF WORK WEEK FROM 37.5 TO 40 HOURS.** Employees in classifications converting to a 40-hour work week shall carry over their vacation and sick leave and subject to subsection 8.A. hereof, floating holiday balance in the same number of days and fractions of days recorded for the 37.5 hour work week. For compensatory time, the same number of hours and fractions of hours recorded for the 37.5 hour work week shall be carried over for the 40 hour work week subject to subsection 6.F. hereof.
- F. **VOLUNTARY REDUCTION OF WORK PERIOD.** Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and an Agency/Department Head, such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to 13 pay periods as follows:
1. An employee and Agency/Department Head may agree that the employee shall work a part-time work schedule of 90%, 80%, 70%, 60%, or 50% in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in subsection 5.F.4.
  2. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates, or in any other way changes his/her status with the County, he/she will be removed from the reduced work schedule.
  3. With ten calendar days advance notice, an Agency/Department Head may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
  4. Employees opting to reduce hours under this subsection, shall be deemed full-time employees for all purposes of this Memorandum provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees represented herein during such periods.
  5. Employees who reduce working hours under this subsection will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as approved leave without pay.

## **SECTION 6. OVERTIME.**

- A. **HOW OVERTIME IS AUTHORIZED.** Work for the County by an employee at times other than those scheduled as the employee's normal work week pursuant to Section 5. shall be approved in advance in writing by the Agency/Department Head, or in cases of unanticipated emergency, shall be approved by the Agency/Department Head, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Agency/Department Head or his/her designee.
- B. **OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a work week in excess of the normal work week pursuant to Section 5. for the job classification. Holidays which fall on an employee's regularly scheduled day off shall not count towards the accumulation of the work week. Holidays worked, holidays which fall on an employee's

normally scheduled work day and paid time off shall count toward the accumulation of the work week.

**C. RATES DEFINED.**

1. For the purposes of this Section, the hourly rate shall be defined as follows:
  - a. For employees working a 37.5 hour work week, the hourly rate shall be the biweekly rate divided by 75.
  - b. For employees working a 40 hour work week, the hourly rate shall be the biweekly rate divided by 80.
2. For purposes of this Section, the Fair Labor Standards Act (FLSA) regular rate shall be defined as follows:

An employee's FLSA regular rate shall include, in addition to his/her hourly rate as defined in subsection 6.C.1., any applicable salary ordinance footnote and any applicable premium payment pursuant to subsections 12.A., 12.B., 12.C., and 12.F., of this Memorandum of Understanding.

**D. OVERTIME PAYMENT.** Employees shall be compensated for overtime work either in cash or in compensatory time at the option of the Agency/Department Head as follows and consistent with subsection 6.F. herein:

1. For classifications with a 37.5 hour normal work week, employees shall be compensated at time and one-half for all time worked in excess of 37.5 hours.
2. For classifications with a 40 hour normal work week, employees shall be compensated at time and one-half for all time worked in excess of 40 hours.
3. The method of compensation for cash payment of overtime worked shall be as follows:
  - a. Employees covered by the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half for overtime worked based on the employee's hourly rate, provided, however, that time and one-half the employee's FLSA regular rate shall be paid for all actual hours worked in excess of 40 hours (excluding holidays and paid leave time) in an employee's normal work week.
  - b. Employees exempt from the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half for all overtime worked based on the employee's hourly rate.
4. An employee on paid leave during the employee's entire normal work week shall only be compensated for overtime to the extent that the employee has actually performed overtime hours in excess of the employee's normal work week.

**E. WHEN OVERTIME SHALL BE PAID.** Compensation for overtime work shall be paid not later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

- F. **WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID FOR.** Accumulated compensating time off earned on or after July 1, 1974, shall be taken within 26 pay periods following the pay period in which it was earned. Scheduling of compensating time off shall be by mutual agreement of the employee and the Agency/Department Head provided that the Agency/Department Head may require that an employee adjust his/her work week in order to avoid overtime penalties and provided, further, that the Agency/Department head shall schedule compensating time off for all accumulated compensating time off in excess of eighty hours.
- G. **DAYLIGHT SAVINGS TIME.** All employees working at the time daylight savings time starts or ends shall be paid for actual time worked and in accordance with subsection 6.D. and its provisions.

## **SECTION 7. LEAVES OF ABSENCE.**

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

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

1. Paid military leave during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in subsection 7.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

Effective Fiscal Year beginning July 1, 2013, paid military leave shall be administered as follows:

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

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

1. Paid military leave, which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240 working hours for 40 hour/week classes, or 225 working hours for 37.5 hour/week classes, 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. The 225-hour limit reflects the equivalent of thirty 7.5 hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in [the military orders referenced] above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

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.** An Agency/Department Head may grant an employee a leave of absence without pay from his/her position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result, and during the period, of a military leave of absence.
- E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.
- F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution; but no one such leave of absence shall exceed a period of one year.
- G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified civil service of the County or in a

position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission rules shall apply.

- H. **LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified civil service who is appointed to another classification in the classified service of the County may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such department shall be laid off if all authorized positions are filled.
- I. **LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified civil service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.
- J. **LEAVE FOR JURY DUTY IN ANSWER TO SUBPOENA.** Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court and while serving on jury duty or in answer to a subpoena as a witness. Compensation for any employee regularly scheduled to work less than the normal work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the hours which would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification.

Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be deposited in the County Treasury. Any person assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court. Employees assigned on night shift only and actually serving on a jury may select jury duty leave on the shift prior to or the shift immediately following the day of jury duty.

When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half of his/her regularly scheduled shift, the employee shall report to duty and jury duty pay under this Section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day.

Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted from this requirement, provided that an Agency/Department Head may adjust an employee's work assignment to permit the employee to apply for standby duty.

- K. **DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion



of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.

- L. **PERSONAL DISABILITY LEAVE.** This subsection 7L applies only to part-time employees who work less than 1,250 hours in a 12-month period and therefore do not qualify under the provisions of the Family and Medical Leave Act of 1993. If state and federal law changes so that such part-time employees are provided benefits equivalent to or exceeding those in this subsection, this subsection will no longer be in effect. After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two periods aggregating to no more than 90 calendar days within a 12-month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensating time off, unless the employee is receiving accrued vacation, paid sick leave or compensating time off as a supplement to disability insurance benefits under Section 21. of this Memorandum of Understanding, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Agency/Department Head.

The Agency/Department Head may require acceptable proof of the employee's ability to return to work provided that the Agency/Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Agency/Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this subsection shall be returned to the same classification and the Agency/Department Head shall make his/her best effort to return such employee to the same geographical location, shift and, where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used his/her best effort herein shall not be subject to the grievance procedure.

- M. **PREGNANCY & CHILD BONDING LEAVE.** A pregnant employee is entitled to receive a pregnancy and child bonding leave of up to six months, the dates of which are to be mutually agreed upon by the employee and Agency/Department Head. Such an employee may elect to take accrued vacation or compensatory time off or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave with pay accumulated pursuant to Section 10.D. of this Memorandum of Understanding. Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the integration of the disability and child bonding leaves pursuant to the California Family Rights Act. These leaves, when eligible, are taken concurrently with FMLA.

Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make 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 Agency/Department Head has used his/her best effort herein, shall not be subject to the grievance procedure.

- N. CHILD BONDING LEAVE.** Effective April 27, 2014, a prospective father, domestic partner or adoptive parent is entitled to child bonding leave of up to three months. Child bonding leave must be taken within one 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 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 the employee unless they are otherwise eligible to use it as provided in Section 10.J. of this Memorandum of Understanding. Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

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

- P. LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon 48 hours' advance notice by the employee to his/her supervisor, an employee shall be granted leave while participating in an Alameda County examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.

- Q. LEAVE FOR PARTICIPATING IN SELECTION PROCESS.** Upon 24 hours' advance notice by the employee to his/her supervisor, an employee who has received a certification for an Alameda County employment interview shall be granted paid leave while participating in the interview scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the site of the interview. Interviews for jurisdictions other than the County of Alameda are exempted from this provision.

**SECTION 8. HOLIDAYS.**

**A. HOLIDAYS DEFINED.**

1. Paid holidays shall be:

January 1st	New Year's Day
Third Monday in January	Known as 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	Independence Day
First Monday in September	Labor Day
September 9th	Admission Day
Second Monday in October	Columbus Day
November 11th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	
December 25th	Christmas Day

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

Two floating holidays are to be scheduled by mutual agreement of the employee and his/her Agency/Department Head and taken within the calendar year. Employees hired on or after July 1 of each year will not be entitled to the floating holiday(s) for the calendar year in which they were hired.

2. Effective January 1, 2003, paid holidays shall be defined as follows, except as defined in Section 8A.3 below:

January 1st	New Year's Day
Third Monday in January	Known as 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	Independence Day
First Monday in September	Labor Day
November 11th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	
December 25th	Christmas Day

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

Four floating holidays are to be scheduled by mutual agreement of the employee and his/her Agency/Department Head and taken within the calendar year. Employees hired prior to July 1 of each year shall be entitled to the floating holiday(s). Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired.

3. Employees of the General Services Agency and Public Works Agency who are in positions regularly assigned to cover shifts seven days a week, 24 hours a day, who are employed in the Agency on January 1, 2003, will continue to receive holidays as outlined in Section 8A.1. Employees who are appointed to the General Services Agency and Public Works Agency after January 1, 2003, and who are in units regularly assigned to cover shifts seven days a week, 24 hours a day, shall receive holidays as specified in Section 8A.2.

- B. VALUE OF HOLIDAY.** The value of a holiday which falls during a pay period is one-tenth of said scheduled pay period, excluding overtime. The maximum potential value of a holiday is 7-1/2 hours for a scheduled 75-hour pay period or 8 hours for a scheduled 80-hour pay period.
- C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** No employee assigned to shift work shall receive a greater or lesser number of holidays as defined in subsection 8.A. in any calendar year than employees regularly assigned to work during the normal work week, regardless of how the holiday is compensated. The intent of this subsection is to compensate each employee for each holiday defined in subsection 8.A. above, whether compensation is in cash or time off.

For holiday administration purposes, only when an assigned shift overlaps two calendar days, the day worked or scheduled to be worked shall be that calendar day upon which a majority of work, excluding overtime, was performed or scheduled.

- D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; September 9, known as "Admission Day"; November 11, known as "Veterans' Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

Effective January 1, 2003, in the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans' Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

**E. HOLIDAY COMPENSATION.**

**1. For full-time employees:**

- a. Holidays not worked by full-time employees shall be compensated at straight time.
- b. In the event that any employee, by virtue of having worked a holiday, as defined in this Section, should work longer than the normal work week as set forth in subsection 5.B. of this Memorandum of Understanding, said employee shall be compensated as provided in subsections 6.B. and 6.C. hereof.

**2. For part-time employees:**

- a. For part-time employees, the compensation for holidays not worked shall be at straight time, prorated each pay period in which a holiday occurs, based upon a proration of the hours which would have been worked within the pay period, but for the holiday, to the normal full-time pay period for the job classification.

Such an employee may, in writing, with a minimum of seven calendar days notice to his/her Agency/Department Head elect to use accrued vacation and/or compensating time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- b. Less than full-time employees shall be compensated for hours worked on holidays defined herein at one and one-half times the normal hourly rate.

Except in the case of employees regularly assigned to Zone 7, or the Sheriff's Department, when a holiday as set forth in subsection 8.A. hereof, other than a day proclaimed by the President of the United States or the Governor of the State of California as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within 26 pay periods to be scheduled by mutual agreement of the employee and the County. Should an in-lieu day off not be granted, compensation shall be paid in cash pursuant to subsection 8.E.1.a. or subsection 8.E.2.a.

In the case of employees regularly assigned to Zone 7, or the Sheriff's Department, and Bridge Tenders regularly assigned to the Public Works Agency, when a holiday as set forth in subsection 8.A. hereof, other than a day proclaimed 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 and approved in writing by three or more members of the Board of Supervisors, falls on an employee's regularly scheduled day off, such employee shall be compensated in cash (a less than full-time employee will receive prorated compensation in cash) at the rate of time and one-half the employee's normal hourly rate.

- F. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status on the employee's scheduled work day before and the employee's scheduled work day after the holiday.

- G. **CONFORMITY WITH STATE HOLIDAYS.** In the event the Legislature shall amend Section 6700 of the Government Code to change the date a holiday listed in subsection 8.A. hereof is observed, employees subject to this Memorandum of Understanding shall celebrate said holiday in conformity with the State. This subsection shall not be applied so as to increase or decrease the number of holidays set forth in subsection 8.A. hereof.
- H. **EXEMPT WORK SITUATION.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section.

## **SECTION 9. VACATION LEAVE.**

Services-As-Needed employees working in classifications which are enumerated in Appendix A are excluded from the provisions of Section 9.

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

### **A. VACATION ACCRUAL.**

1. **FOR EMPLOYEES HIRED PRIOR TO JANUARY 5, 2014.** Each employee in the service of the County hired prior to January 5, 2014 shall accrue vacation leave according to the following schedules:
  - a. **Two week accrual** – Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
  - b. **Three week accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
  - c. **Four week accrual** - Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full time biweekly pay periods (20 years) of continuous employment.
  - d. **Five weeks accrual** - Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
2. **FOR EMPLOYEES HIRED ON OR AFTER JANUARY 5, 2014.** Each employee in the service of the County hired after January 5, 2014 shall accrue vacation leave as follows:
  - a. **Two week accrual** – Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four weeks.

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

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

**1. FOR PERSONS EMPLOYED PRIOR TO January 5, 2014.**

- a. An employee who accrues vacation leave pursuant to subsection 9.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 9.C.
- b. Employees hired prior to January 5, 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. Agency/Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such requests is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

**2. FOR PERSONS EMPLOYED ON OR AFTER January 5, 2014.**

- a. An employee who accrues vacation leave pursuant to subsection 9.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 9.C.

**C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.** For employees hired prior to January 5, 2014, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year beginning in the year 2005, shall be no more than two times the employee's vacation accrual rate, and shall be as follows:

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

For employees hired on or after January 5, 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 employee which state that the purposed 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:

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

- D. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin as of the date of employment. In the event the date of employment is not on the first day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.
- E. MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION FOR EMPLOYEES HIRED PRIOR TO JANUARY 5, 2014.** Employees hired prior to January 5, 2014 who accrue vacation under subsection 9.A.1 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 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 allowable vacation balance will be adjusted downward to the maximum allowable 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/Agency Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such



request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

- F. **MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave.

An employee, with the permission of his/her Agency/Department Head, may take vacation in excess of one and one-half times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.

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

- H. **EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.

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

- J. **WHEN VACATION LEAVE MAY BE TAKEN.** Paid leave may be granted 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.

1. Except as provided in subsection 9.J.2. hereof, vacation shall be scheduled by mutual agreement of the employee and the Agency/Department Head. An employee shall be allowed to divide his/her vacation leave in any calendar year into two segments. An Agency/Department Head, at his/her discretion, may grant an employee additional segments of vacation in increments of at least one hour or more. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in subsection 9.K. In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest County service in a classification and vacation scheduling unit. Subsequent vacation requests within the same calendar year shall be resolved in favor of the most senior employee who has not, by virtue of his/her senior position, previously had such a conflict resolved in his/her favor during the calendar year. In the event of vacation schedule conflict among employees, all of whom have, by virtue of their senior position, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in his/her favor shall prevail. When written submission of a vacation request is required pursuant to this subsection 9.J.1., the County shall respond within twenty (20) calendar days in writing or shall schedule the vacation requested by the employee.

2. **For Part-Time Employees:** Any employee scheduled to work less than the full-time work week and two-fifths or more time for the job classification may, at the discretion of the Agency/Department Head be included in a vacation scheduling unit with full-time employees in the same job classification, and in such cases both the full-time and the less than full-time employees shall have conflicting requests resolved according to the procedure indicated herein.
  3. In the event that vacation scheduling pursuant to subsection 9.J.1. or 9.J.2 hereof is impractical due to the size of the agency/department, vacation scheduling unit involved or other reasons, the following procedures shall apply. In a month established by the Agency/Department Head, any employee may submit up to three (3) choices of preferred vacation period for the subsequent twelve (12) months. The agency/department has approved such choices on the basis of employee seniority as set forth in subsection 9.J.1. or 9.J.2 hereof. The department shall post a list of approved and scheduled vacations by no later than six (6) weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the department shall schedule vacations by mutual agreement pursuant to subsection 9.J.1. or 9.J.2 hereof provided that such vacation scheduled by mutual agreement shall not supersede any vacation scheduled by submission. In the administration of this subsection 9.J.3., the Agency/Department Head shall post seniority lists; lists of the number of employees by classification allowed to be on vacation at one time or for any period; and blank calendars or other means which shall make it possible for employees to submit their three choices and to determine which employees have applied for which vacation periods.
- K. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular vacation allowance of personal leave. An Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of his/her agency/department. Such personal leave shall be in segments of one hour or more wherever feasible.
- L. **RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.
- M. **VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five days of their accrued vacation leave balances to their spouse or domestic partner (upon submission of an affidavit as defined in Appendix B) per each event of maternity, paternity and adoption.
- N. **CONTINUATION OF SECTION.** This Section 9. shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on July 28, 2018, as provided in Section 34., and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.
- O. **EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.**
1. Employees who enter a bargaining unit covered by this Agreement and who are hired prior to January 5, 2014 and are not subject to a maximum vacation accrual shall have one full calendar year to reduce his/her vacation balance to the maximum allowable,

unless the employee is coming from a bargaining unit where the "maximum allowable vacation balance" is already applicable. After one full calendar year, the vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance allowable (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

2. Employees hired on or after January 5, 2014 and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in Section 9.A.2 above shall be subject to provisions outlined in Section 9.A.2 above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of two times the accrual rate, he/she shall have his/her vacation balance reduced and subject to the maximum balance as provided in Section 9.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 is in excess of the maximum balance allowable will be adjusted downward to the maximum balance in Section 9.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. 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.

**P. VACATION PURCHASE PLAN.**

1. All eligible full-time employees subject to this MOU may elect to purchase one or two additional weeks of vacation over and above their regular entitlement as set forth in paragraph A and B hereof. Such vacation must be purchased in increments of one or two weeks. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase vacation during Open Enrollment.
  - a. Except for Personal Leave granted under Section 9.K., purchased vacation must be utilized before vacation balances accrued pursuant to Section 9.A. and 9.B. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 9.A. and 9.B., then purchased vacation may be utilized for Personal Leave granted under Section 9.K.
  - b. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued pursuant to Section 9.A. and 9.B. Said combined vacation balance shall be subject to the cash payment limitations of Section 9.C. hereof.
  - c. On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use

the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head. Employees will then pay for the vacation time purchased in equal installments during the calendar year.

- d. To be eligible to purchase vacation, an employee must have completed payment for any previous vacation purchased and an employee must have no more than one week of unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
  - e. In order to be eligible to purchase two weeks of vacation, an employee must have used all previously purchased vacation leave as of the third pay period prior to the start of Open Enrollment.
  - f. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the County reserves the right to recover the cost from the employee, including deducting any sum owed from the employee's final pay warrant.
  - g. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the future pay period amount.
  - h. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, he/she shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
  - i. In the event that an employee becomes ineligible for this program, the County reserves the right to adjust the purchased vacation balance and/or deductions.
  - j. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. **Effective Calendar Year 2015**, and for any purchased vacation balance used on or after January 1, 2015, 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 employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. **Effective during Open Enrollment in 2014 for Calendar Year 2015** and every year thereafter, only those full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and are accruing vacation at the two week per year rate may elect to purchase one additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one week under the Vacation Purchase Plan during Open Enrollment.

- a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
- b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
- c. To be eligible to purchase one week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
- d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final 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 his/her purchased vacation balance in the same number of days and fractions of days.
- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
  - 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 eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
  - 4) For purchased vacation remaining and unused through the final pay period of the calendar year, 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 1<sup>st</sup> pay period of the following year.

- 5) If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
  - i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
4. The County retains the right to eliminate vacation purchase upon appropriate notice to the union, and after meeting and conferring if requested, during the term of this agreement.

**Q. VACATION SELLBACK.** Full-time employees represented by Alameda County Building and Construction Trades Council may sell up to 5 days (prorated for part-time employees) to be used solely for the purchase of Disability Insurance.

Employees may receive equivalent cash payment for up to 5 vacation days per fiscal year and employees accruing at least 20 days of vacation may receive equivalent cash payment for up to 10 days per fiscal year. This benefit shall be prorated for part-time employees based on the proportion of the normal 37.5 or 40 hour workweek for which the employee is regularly scheduled to work. In lieu of, or in addition to the foregoing, an employee may have accrued vacation leave credited against his/her transition pay obligation to the County. Vacation sellback under this section is in addition to the amount of sellback that can be used to purchase Disability Insurance under Section 29. Requests for vacation sellback are irrevocable.

## **SECTION 10. SICK LEAVE.**

Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

- A. SICK LEAVE DEFINED.** As used in this Section, "Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders him/her incapable of performing his/her work or duties for the County; (ii) his/her exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.
- B. EMPLOYEE DEFINED.** As used in this Section, "Employee" means any person, holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this Memorandum of Understanding.
- C. SELF-INFLICTED INJURY EXCLUDED.** In no case shall absence due to purposefully self-inflicted incapacity or injury be deemed as a basis for granting either sick leave or sick leave with pay under the provisions of this Section.

**D. CUMULATIVE SICK LEAVE PLAN.**

**1. Accumulation of Sick Leave.**

- a. **For those employed on a full-time basis - 40 hour work week.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full biweekly pay period on paid status up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.
- b. **For those employed on a full-time basis - 37.5 hour work week.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full biweekly pay period on paid status up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.
- c. **For part-time employees - 40 hour work week base:** Each employee who is regularly scheduled to work less than the full-time 40 hour work week base shall accrue sick leave pursuant to subsection 10.D.1.a. above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40-hour work week base up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.
- d. **For part-time employees - 37.5 work week base:** Each employee who is regularly scheduled to work less than the 37.5 hour work week base shall accrue sick leave pursuant to subsection 10.D.1.b. above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 37.5 hour work week base up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.

**E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within three years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 10.D. (Cumulative Sick Leave), restored to him/her for use as provided in this Section.

**F. CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to subsection 10.D. (Cumulative Sick Leave) reaches 155 days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 9. Vacation Leave, and shall thereafter be subject to the provision of Section 9. Vacation Leave.

County employees who are members of the Alameda County Employees' Retirement System and who retire shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.

**G. MEDICAL REPORT.** The Agency/Department Head, as a condition of granting sick leave with pay, may require medical evidence of sickness or in the form of a statement from an employee's physician acceptable to the agency/department when the employee is absent for more than three consecutive working days or when the agency/department head determines within his/her discretion that there are indications of excessive use of sick leave or sick leave abuse.

A diagnosis is not required as medical evidence of sickness or injury unless it is reasonable to believe that the employees' condition may endanger the health or safety of other employees and or the public.

**H. FAMILY SICK LEAVE.**

Effective January 1, 2008, employees are eligible to use, in any calendar year, nine days of sick leave to attend to family members who are ill or injured, including emergency or routine medical/dental appointments. For the purpose of this Subsection, "immediate family" means, mother, step-mother, father, step-father, husband, wife, domestic partner or, child of domestic partner (upon submission of a written affidavit for domestic partner as defined in Appendix B or a notarized Declaration of Domestic Partnership, Form DP-1, filed with the California Secretary of State), son, step-son, daughter, step-daughter, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and grandparents.

**I. INDUSTRIAL SICK LEAVE BENEFIT.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.

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

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

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 10.D. hereof, for the first three work days of such incapacity.

Effective for injuries that occur on or after January 1, 2010, such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his/her normal salary and the amount any Worker's Compensation temporary disability payments to which such employee is



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

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 10.D. hereof, for the first three work days of such incapacity.

- b. **Part-time Employees:** Section 10.I.1. above applies to part-time employees, but shall be on a prorated basis.
2. **When Payments Shall Be Denied.** Payments shall not be made pursuant to subsection 10.I.1. to an employee:
- a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
  - b. Whose injury or illness has become permanent and stationary,
  - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation,
  - d. Who is retired on permanent disability and/or disability retirement pension,
  - e. Who unreasonably refuses to accept modified or other County employment for which he/she is not substantially disabled,
  - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense,
  - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and
  - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
  - i. Who does not participate cooperatively in the County's Disability Management Return-to-Work Program.

3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Worker's Compensation temporary disability benefits and supplementing such payments with accrued paid leaves or industrial sick leave wage continuation shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. This benefit shall be administered in accordance with State Worker's Compensation laws.
5. **Leave for Medical Treatment.** Effective January 1, 1998, employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Sick Leave with pay under the following conditions:
  - a. Treatments are being authorized under Workers' Compensation;
  - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
  - c. The leave applies only to the actual treatment time and reasonable travel time. Effective July 1, 2008, such leave shall be granted for up to six (6) months following the date of the injury or the return-to-work date whichever is later but, shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

**J. SICK LEAVE REVIEW.** No employee shall be placed on sick leave review unless he/she has first received an oral warning that his/her individual attendance record is marginal, followed by a written confirmation. Upon request, an employee shall be given a profile documenting his/her attendance record. The countywide sick leave average as stated in the S.L.I.C.E. Report is a tool to trigger the review of an employees' attendance record. Exceeding the countywide average is not in and of itself an indicator of sick leave abuse for an individual employee.

If an employee is placed on sick leave review, he/she is to be provided with a written statement explaining the reason and the length of time his/her attendance is to be monitored and the additional requirements placed on the employee to document future absences.

**SECTION 11. WAGES.**

- I. Salary increases to be effective January 6, 2013 shall be determined pursuant to A.3 and B.3 or A.4 and B.4.
- II. Salary increases to be effective July 20, 2014 shall be determined pursuant to A.3 and B.3 or A.4 and B.4. and will be based on surveyed rates in effect on May 1 of the same year.
- III. Salary increases to be effective July 19, 2015 shall be determined pursuant to A.3 and B.3 or A.4 and B.4. and will be based on surveyed rates in effect on May 1 of the same year.
- IV. Salary increases to be effective July 31, 2016 shall be determined pursuant to A.3 and B.3 or A.4 and B.4. and will be based on surveyed rates in effect on May 1 of the same year.

- V. Salary increases to be effective July 30, 2017 shall be determined pursuant to A.3 and B.3 or A.4 and B.4. and will be based on surveyed rates in effect on May 1 of the same year.

A. **IF BASSC SURVEY DATA IS AVAILABLE FOR THE KEY CLASSIFICATION, THE FOLLOWING FORMULA SHALL APPLY:**

1. The basic formula for calculating increases under this Memorandum of Understanding for the key classifications (except Stationary Engineers) of Auto Mechanic, Carpenter, Electrician, Heavy Truck Driver, Laborer, Painter, Plumber, and Survey Technician is to be 50 percent public data, weighted average, gathered by the Human Resource Services Department from jurisdictions normally used by that department; 25 percent BASSC, weighted average, private; 25 percent straight-time journey rate (per previous selection method), trade and craft agreement covering Alameda County.
2. The formula for calculating increases for the key classification of Stationary Engineer is to be based upon a weighted average public component comprising 50 percent of the rate, BASSC data representing 25 percent of the rate, and trade and crafts rates comprising 25 percent of the rate. The weighted average public component comprising 50 percent of the rate is to be made up of 25 percent public stationary engineer data, 12.5 percent public plumber data and 12.5 percent public electrician data. The BASSC component comprising 25 percent of the rate is to be derived from 12.5 percent BASSC stationary engineer weighted average data, 6.25 percent BASSC weighted average plumber data, and 6.25 percent BASSC weighted average electrician data. The trade and craft rate comprising 25 percent of the stationary engineer rate is to be derived from 12.5 percent stationary engineer, 6.25 percent plumber, and 6.25 percent electrician straight-time journeyman rates as set forth in the trade and craft agreement covering Alameda County.
3. The basic formula for calculating increases under this Memorandum of Understanding for the key classifications (except Stationary Engineers) of Auto Mechanic, Carpenter, Electrician, Heavy Truck Driver, Laborer, Painter, Plumber, and Survey Technician is to be 50 percent public data, which will include employer paid employee share of retirement, weighted average, gathered by the Human Resource Services Department from jurisdictions normally used by that department; 25 percent BASSC, weighted average, private; 25 percent straight-time journey rate (per previous selection method), trade and craft agreement covering Alameda County.
4. The formula for calculating increases for the key classification of Stationary Engineer is to be based upon a weighted average public component comprising 50 percent of the rate, BASSC data representing 25 percent of the rate, and trade and crafts rates comprising 25 percent of the rate. The weighted average public component, which will include employer paid employee share of retirement, comprising 50 percent of the rate is to be made up of 25 percent public stationary engineer data, 12.5 percent public plumber data and 12.5 percent public electrician data.

The BASSC component comprising 25 percent of the rate is to be derived from 12.5 percent BASSC stationary engineer weighted average data, 6.25 percent BASSC weighted average plumber data, and 6.25 percent BASSC weighted average electrician data. The trade and craft rate comprising 25 percent of the stationary engineer rate is

to be derived from 12.5 percent stationary engineer, 6.25 percent plumber, and 6.25 percent electrician straight-time journeyman rates as set forth in the trade and craft agreement covering Alameda County.

**B. IF BASSC SURVEY DATA IS NOT AVAILABLE FOR THE KEY CLASSIFICATION, THE FOLLOWING FORMULA SHALL APPLY:**

1. In the event that no BASSC data exists for a key classification or no BASSC data is available for any key classification the basic formula for calculating increases under this Memorandum of Understanding for all key classifications (except Stationary Engineer) shall be 62.5 percent public data, weighted average gathered by the Human Resource Services Department from jurisdictions normally used by that department; 37.5 percent straight-time journey rate (per previous selection method), trade and craft agreement covering Alameda County.
2. In the event that no BASSC data exists for the key classification of Stationary Engineer, the formula for calculating increases for the key classification of Stationary Engineer is to be based upon a weighted average public component comprising 62.5 percent of the rate, and trade and crafts rates comprising 37.5 percent of the rate. The weighted average public component comprising 62.5 percent of the rate is to be made up of 31.25 percent public stationary engineer data, 15.625 percent public plumber data, and 15.625 percent public electrician data. The trade and craft rate comprising 37.5 percent of the stationary engineer rate is to be derived from 18.75 percent stationary engineer, 9.375 percent plumber, and 9.375 percent electrician straight-time journey rates as set forth in the trade and craft agreement covering Alameda County.
3. In the event that no BASSC data exists for a key classification or no BASSC data is available for any key classification the basic formula for calculating increases under this Memorandum of Understanding for all key classifications (except Stationary Engineer) shall be 62.5 percent public data, which will include employer paid employee share of retirement, weighted average gathered by the Human Resource Services Department from jurisdictions normally used by that department; 37.5 percent straight-time journey rate (per previous selection method), trade and craft agreement covering Alameda County.
4. In the event that no BASSC data exists for the key classification of Stationary Engineer, the formula for calculating increases for the key classification of Stationary Engineer is to be based upon a weighted average public component, which will include employer paid employee share of retirement, comprising 62.5 percent of the rate, and trade and crafts rates comprising 37.5 percent of the rate. The weighted average public component comprising 62.5 percent of the rate is to be made up of 31.25 percent public stationary engineer data, 15.625 percent public plumber data, and 15.625 percent public electrician data. The trade and craft rate comprising 37.5 percent of the stationary engineer rate is to be derived from 18.75 percent stationary engineer, 9.375 percent plumber, and 9.375 percent electrician straight-time journey rates as set forth in the trade and craft agreement covering Alameda County.

**C. SPECIAL ADJUSTMENTS.**

Effective September 16, 2001, the salary for the Street Sweeper Operator and the Tree Trimmer Climber wages will be established at 5% above the Heavy Truck Driver.

Effective September 16, 2001, the Yard Worker wages will be established at 5% above the Laborer.

- D. The job classes, unique to the Alameda County Flood Control and Water Conservation District, Zone 7 listed in Appendix C are excluded from the provisions of this section.

## **SECTION 12. PREMIUM CONDITIONS.**

- A. **SPLIT SHIFT.** Any employee required to work a split shift shall be paid at a rate of five percent over and above his/her regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this subsection, "split shift" is defined as any daily tour of duty divided into two or more work periods of time and taking more than nine and one-half consecutive hours to complete, except as provided in subsection 12.B. below.
- B. **NIGHT SHIFT.** Employees who are required to work at least five-eighths of their normal daily tour of duty after 4:30 p.m. and before 8:00 a.m., shall be paid at a rate of five percent over and above their regular biweekly or hourly rate of pay for the entire shift so worked.
- C. **STANDBY DUTY.** Unless otherwise provided in the Salary Ordinance, employees who are required to perform standby duty shall be compensated at the rate of one hour for each 8 hours on such duty.
- D. **CALL-BACK.** An employee called back to work from either standby duty or non-standby status shall be compensated at the premium overtime rate for such work provided, however, that the minimum compensation shall be two hours at the overtime rate.
- E. **REPORTING PAY.** In the event that a regular full-time employee is scheduled or directed to report for work and so reports and is told by the County that his/her services are not required, he/she will be entitled to two hours pay at the straight-time rate. If such employee is sent home through no fault of his/her own before completion of a shift, such employee will be entitled to a minimum four hours of pay at the straight-time rate, or straight-time pay for hours actually worked, whichever is greater.
- F. **TEMPORARY ASSIGNMENT TO A HIGHER LEVEL VACANCY.**
  - 1. Effective June 22, 1980, an employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave shall be compensated at the pay rate for the higher level position if the service in such position exceeds 10 days in any 12-month period, which payment shall be retroactive to the first day of such services; provided, however, that the full range of duties of the higher level position has been specifically assigned in writing by the Agency/Department Head.
  - 2. Effective April 27, 2014, assignment for out-of-class pay can only be made for the full shift of the higher level position.
  - 3. Effective April 27, 2014, an employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:

- a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
- b. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five consecutive work days, the employee shall be paid for such absence in excess of five workdays at the employee's regular non-out-of-class rate.

**G. PREMIUM CONDITIONS (MEALS).** At County work locations where County-provided meals are available, a free meal will be provided to employees when working overtime or when "stuck on watch."

### **SECTION 13. NOTICE OF LAYOFFS.**

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

### **SECTION 14. MEDICAL AND DENTAL PLANS.**

#### **A. MEDICAL PLANS.**

##### **1. MEDICAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES.**

- a. For coverage from December 23, 2012 through May 31, 2014, the County shall contribute the total monthly premium of the lowest cost Health Maintenance Organization (HMO) Plan offered by the County at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family) in a Plan year. The County will offer a comprehensive group Medical Plan for either a Health Maintenance organization or PPO/Indemnity Medical Plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents.

The benefit plan design offered through a comprehensive group Medical Plan shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer 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 effect of such benefit changes.

- b. For coverage from December 23, 2012 through May 31, 2014, the County contribution toward the medical carrier premiums shall be the full cost of the lowest cost HMO premium for eligible, full-time employees. If an employee is scheduled to work on less than a full-time basis, the County contribution shall be as specified in 14.A.2.

- c. Effective for coverage beginning June 1, 2014 through the remaining term of the MOU, the County and covered employees will share in the cost of health care premiums. The County will pay 90% of the total premium of an HMO plan.
- d. The County shall contribute 90% of the total monthly premium for an HMO at the corresponding level of coverage (i.e. self, self+1, family) in a Plan Year.
- e. The County shall contribute 90% of the total premium of the lowest cost HMO plan toward the total premium for a PPO/indemnity plan at the corresponding level of coverage (i.e. self, self+1, family) in a Plan Year.

2. **MEDICAL PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORK WEEK.**

Any employee who is regularly scheduled to work less than the normal work week for the job classification shall be entitled to elect coverage under either the comprehensive group medical plan by a health maintenance organization or the PPO/Indemnity options as provided in subsection 14.A.1. for full-time employees, provided, however, that the employee is scheduled to work at least 50% of the normal full-time work week for the job classification.

For coverage from December 23, 2012 through May 31, 2014, the County's contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification.

Effective for coverage beginning June 1, 2014 through the remaining term of the MOU, the County's contribution toward the provider's premium shall be 90% of the total bi-weekly premium for an HMO 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 50% of the normal full-time bi-weekly pay period for the job classification. For part-time employees who choose the PPO/indemnity plan, the County will contribute 90% of the total premium of the lowest cost HMO plan toward the total biweekly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50% of the normal full-time biweekly pay period for the job classification. If the employee is not on paid status at least 50% of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

3. **DUPLICATIVE COVERAGE.** This applies to married County employees (and domestic partners as defined in Appendix B), who are both employed by the County. The intent of this subsection limits County employees who are married or in domestic partnerships from both covering each other within the same medical plan. Married County employees and employees in domestic partnerships, both employed by the County, may choose from the following list of Medical Plan coverages:

- a. Up to one full family Indemnity/PPO membership.

- b. Up to one full family HMO membership. (County HMO plan or Operating Engineers HMO plan).
  - c. Up to one full family HMO membership (County HMO plan or Operating Engineers HMO plan) with up to one full family Indemnity/PPO membership.
  - d. Up to one full family Operating Engineers Health and Welfare Trust.
  - e. Up to one full family HMO membership with up to one full family alternative HMO option membership.
4. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON HEALTH PLAN COVERAGE:**  
 Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of the 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 months will be able to re-enroll within thirty calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums and waiting periods.
5. **30-DAY RE-ENROLLMENT:** For employees who are enrolled in the a County sponsored Medical Plan, and experience a Change in Status such as: marriage, adoption, or loss of medical coverage by spouse/domestic partner, must within thirty calendar days of the change in status, enroll in or add dependents to one of the County sponsored Medical Plans.
6. **OPEN ENROLLMENT:** Eligible employees may choose from among an HMO, PPO/Indemnity Plan or the Operating Engineers Health and Welfare Trust during an Open Enrollment period held annually.

**B. DENTAL PLANS.**

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 Dental Plan for full-time employees (including domestic partners upon submission of an affidavit as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 percent of the normal full-time pay period for the classification. Eligible full-time employees may elect any one of the following dental plan options. This contribution shall apply to the dental plan options listed below.
    - 1. PPO/indemnity dental plan
    - 2. A supplemental spousal plan
    - 3. A pre-paid closed panel dental plan
    - 4. A dental plan offered through the Operating Engineers Health and Welfare Trust—This option is only available in combination with the Medical Plan option offered through Operating Engineers Health and Welfare Trust Plan.



5. Married County employees or employees in domestic partnerships both employed by the County shall be entitled to elect one choice from the following list of dental plan coverages:
  - a. Up to one full family PPO/indemnity dental plan with up to one supplemental spousal dental benefit
  - b. Up to one full family PPO/indemnity dental plan with up to one full family closed dental plan.
  - c. Up to one full family PPO/indemnity dental plan
  - d. Up to one full family closed panel dental plan.

The benefit plan design offered through a Dental Plan shall be available to the extent that the carrier continues to offer these benefits and the County continues to contract with the dental carrier. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer 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 effect of such benefit changes. The maximum annual benefit for each covered individual is \$1,450 and shall increase to \$1550 in 2014.

2. **DENTAL PLAN COVERAGE FOR LESS THAN FULL-TIME EMPLOYEES.**

- a. For coverage through the term of this Memorandum of Understanding, the County shall contribute the full cost of the provider's charge for a Dental Plan for less than full-time employees (including domestic partners upon submission of an affidavit as defined in Appendix B) and their dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The dental plan for less than full time employees shall provide the same benefit coverage as in effect as described in subsection 14.B.1. above. To participate, an employee working in a classification normally subject to a 40-hour work week must be on paid status at least 40 hours in each and every biweekly pay period and an employee working in a classification normally subject to a 37.5 hour work week must be on paid status at least 37.5 hours in each and every biweekly pay period.

Should an employee fail to have been on paid status at least 37.5/40 hours in any biweekly pay period for reasons other than those stated in subsection 14.B.2.a., they will be responsible for the bi-weekly premium payment for that benefit.

3. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY.**

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

Those employees whose dental plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within 30 calendar days of the date they

return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

4. **30-DAY RE-ENROLLMENT.** For employees who are enrolled in the Spousal Plan, an employee whose spouse's or domestic partner's dental plan coverage is no longer available, may, within thirty calendar days of such loss of coverage, enroll in a County indemnity plan as a new member.
5. **OPEN ENROLLMENT.** Eligible employees may choose from among the options listed in 14.B.1.a during annual Open Enrollment. Premiums of all County dental options will be paid according to dependent status (single, employee +1, or family).

C. **MEDICAL AND DENTAL COVERAGE.** The County and Union agree that this Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss and mutually agree upon changes related to the Medical and Dental Plans, benefits, and contribution rates.

#### **SECTION 15. VISION PLAN.**

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period. The employee shall be reimbursed for the cost of either one pair of lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$225 in a twenty-four month period beginning September 12, 2004, and each twenty-four month period of even numbered years.

Reimbursement will be made subject to applicable Auditor-Controller's Office procedures and requirements.

Effective June 1, 2014, the Vision Care Reimbursement Plan shall no longer apply.

#### **VOLUNTARY VISION PLAN.**

Effective for coverage beginning June 1, 2014, through the remaining term of the MOU, employees shall be eligible to participate in Alameda County's Voluntary Vision Plan. The premium cost shall be paid by the employee.

## **SECTION 16. BOOT ALLOWANCE**

The County shall reimburse field employees in the following classifications for the actual cost of one pair of work boots (thick-soled, high-topped, leather-type boot) which shall be required to be worn.

Auto Mechanic	Lead Traffic Painter
Auto Service Worker	Maintenance Aide I & II (Public Works Only)
Blacksmith-Welder	Maintenance & Construction Worker
Bridge Mechanic	Plant Mechanic
Bridge Tender	Stationary Engineer - Public Works
Bridge Utility Worker	Street Light Technician
Crane Operator	Street Sweeper Operator
Crew Leader	Survey Technician I, II & III
Heavy Equipment Mechanic	Traffic Sign Painter
Heavy Equipment Mechanic Helper	Traffic Sign Worker
Heavy Equipment Oiler-Greaser	Traffic Signal Technician
Heavy Equipment Operator	Tree-Trimmer Climber
Heavy Truck Driver	Vegetation Technicians
Laborer	Yardworker
Lead Heavy Equipment Mechanic	

Effective for calendar year 2008, payable in 2009, the boot allowance shall be \$150.

Effective April 27, 2014, all classifications listed below shall be required to wear puncture resistant (PR), high-topped, hard leather work boots while in performance of their duties. In addition, certain classifications are required to wear boots which conform to additional safety requirements as specified by the County for their classification.

Effective April 27, 2014, the County shall reimburse employees in the classifications listed below for the actual cost of one pair of work boots per calendar year. Effective April 27, 2014, beginning calendar year 2014, the allowance shall be up to \$200/year. Eligible employees must request reimbursement within the calendar year that the boots are purchased. Effective calendar year 2016, the allowance shall be up to \$225/year for one pair of work boots per calendar year.

In order to be reimbursed, employees submitting reimbursement claims for work boots must provide documentation indicating that the boots purchased conform to the criteria required by the County for their classification. Reimbursement will also be based on verification of assignment and submittal of proof of purchase.

Auto Body and Fender Worker	Laborer
Auto Mechanic	Land Surveyor
Auto Service Worker	Lead Heavy Equipment Mechanic
Auto Service Worker Supervisor	Lead Traffic Painter
Automatic Guided Vehicle Tech	Locksmith
Blacksmith-Welder	Maintenance Aide I & II (Public Works Only)
Boiler Room Operator	Maintenance & Construction Worker
Bridge Mechanic	Painter
Bridge Tender	Plant Mechanic
Bridge Utility Worker	Plumber

Building Equip Maintenance Worker (APP)	Stationary Engineer, GSA
Building Equip Maintenance Worker	Stationary Engineer, PWA
Building Maintenance Laborer	Street Light Technician
Building Maintenance Worker I & II	Street Sweeper Operator
Carpenter	Survey Technician I, II & III
Carpenter Assistant	Traffic Sign Painter
Crane Operator	Traffic Sign Worker
Crew Leader	Traffic Signal Technician
Electrician	Traffic Signal Technician, Trainee
Electrician-Lineworker	Transportation Services Attendant
Heavy Equipment Operator	Tree Trimmer Climber
Heavy Equipment Mechanic	Truck Driver
Heavy Equipment Mechanic Helper	Vegetation Technician
Heavy Equipment Oiler-Greaser	Yardworker
Heavy Truck Driver	

## **SECTION 17. CARE AND MAINTENANCE.**

The General Services Agency/Public Works Agency will provide, through a uniform service (cleaning), a uniform shirt and uniform pants, which shall be required to be worn by employees in the following classifications.

*9420	Auto Mechanic
*9405	Auto Serviceworker
9232	Automatic Guided Vehicle Technician
9660	Boiler Room Operator
9665	Building Equipment Maintenance Worker
9125	Building Maintenance Laborer
9140	Building Maintenance Worker I
9141	Building Maintenance Worker II
*9220	Carpenter
9222	Locksmith
9230	Electrician
9235	Electrician-Lineworker
9355	Heavy Equipment Operator
9325	Heavy Truck Driver
9105	Laborer
9107	Maintenance Aide I
9108	Maintenance Aide II
*9240	Painter
*9402	Transportation Services Attendant
*9260	Plumber
9670	Stationary Engineer, GSA
9671	Stationary Engineer, PWA
9630	Street Light Technician
9320	Truck Driver

\*Employee has the option to select overalls in lieu of uniform shirt and pants.

## **SECTION 18. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES.**

- A. **MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.
- B. **MINIMUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least 10 days in any month, and in connection with such use, is also regularly required to carry in his/her private automobile, County records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12 per month for any such month.
- D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by his/her Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage, or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage, or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this Section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

## **SECTION 19. TWO WEEKS' NOTICE UPON TERMINATION.**

In the event of the termination of an employee subject to this Memorandum for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or his/her designated agent shall give to such employee a written notice of termination no less than ten working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date he/she would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten-day notice period by a probationary employee shall not be counted toward completion of the probationary period. The County agrees to furnish a copy of any such notice to the Union if the employee so requests in writing, but failure to receive such notice shall not invalidate such termination.

## **SECTION 20. SAFETY.**

- A. **GOALS AND FUNCTIONS.** Article 5-26 of the Alameda County Administrative Code relating to the County's Central Safety Committee is hereby incorporated into this Memorandum by reference. Such Article establishes the goals and functions hereunder.
- B. **CENTRAL SAFETY COMMITTEE.** Pursuant to Section 5-26.03 of said Article, the County agrees to appoint one member to the Central Safety Committee as may hereafter be designated by the Unions.
- C. **DEPARTMENTAL OR OFFICE SAFETY COMMITTEES.** The Union shall have the right to participate in any and all existing departmental or office safety committees or in any other formal or informal arrangement relating to safety as may currently be in effect. The Union shall further have the right to initiate a safety committee or other formal or informal arrangement relating to safety as may be appropriate to the work situation in any department or office where such committees or other arrangements do not currently exist.

It is the specific intent of this subsection that all committees or other such formal or informal organizational arrangements relating to safety as may hereafter be established shall be by mutual agreement of the parties; that such organizational arrangements shall be bilateral in nature; and that at least one representative of the County and one representative of the Union shall be formally designated to meet as necessary on safety matters.

- D. **COUNTY TIME.** Employees who have been formally designated as Union representatives pursuant to subsections 20.B. and 20.C. above shall carry out their duties under this Section on County time. Less than full-time employees may elect to cover their absence from scheduled work to carry out their duties under this Section with accrued vacation, compensating time off, or leave without pay.

## **SECTION 21. UPGRADING COMMITTEE VACANCIES.**

- A. **APPOINTMENT OF COMMITTEE.** The Union may appoint a committee consisting of up to three employees as Union representatives to meet with appropriate County departments.
- B. **MEETINGS.** The upgrading committee shall meet at least semi-annually if requested by either party, at times and places to be decided by the parties.
- C. **RECOMMENDATIONS.** The recommendations of said committee shall be advisory to the appropriate Agency/Department Heads.
- D. **GOAL.** The goal and objective of said committee will be to propose positive means to upgrade employees including minorities and women.

## **SECTION 22. DISABILITY INSURANCE BENEFITS.**

- A. **PARTICIPATION.** The County shall continue to participate under the State Disability Insurance (SDI) Program.

**B. PAYMENT OF SDI PREMIUMS.**

SDI premiums for full time and part time employees shall be shared equally by the employee and the County.

**C. EMPLOYEE OPTIONS.** There are two options available to an employee who is otherwise eligible for disability insurance benefits, which are as follows:

1. **Option 1:** Not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, or
2. **Option 2:** Applying for disability insurance benefits and integrating accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, unless the employee provides written notice to the Agency/Department Head to limit the integration to accrued sick leave only with SDI benefits. The choice to integrate accrued sick leave only with SDI benefits may not be waived by the employee or the County.

**D. AMOUNT OF SUPPLEMENT.** The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including those premium conditions limited to subsections 12.A., 12.B., and 12.D., and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two and divided by 75/80.

The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour), represented by the amount paid as such supplement.

**E. HOW A SUPPLEMENT TO SDI IS TREATED.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

Vacation and sick leave shall be accrued based upon a proration of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances to the normal pay period.

**F. HEALTH AND DENTAL PLAN COVERAGE IN CONJUNCTION WITH SDI.** For purposes of determining eligibility for the County's hospital and medical care contributions and dental coverage, employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which such supplemental is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances, to re-enter the group plans upon returning to their former work schedules, if the employee is otherwise eligible pursuant to Section 14. herein.

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

### **SECTION 23. LIFE INSURANCE.**

- A. BASIC LIFE INSURANCE.** Except for employees who are regularly scheduled to work less than half the normal work week for the job classification, basic group life insurance coverage of \$15,000 will be provided to each employee who meets the enrollment requirements.
- B. SUPPLEMENTAL LIFE INSURANCE.** Effective June 1, 2014, voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees in increments of \$10,000, not to exceed the lesser of \$300K or three times annual base salary.

Supplemental Life Insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.

### **SECTION 24. CATASTROPHIC SICK LEAVE.**

Effective November 10, 2002, 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. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment of disability.

#### **Eligibility:**

- A.** The tenured recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- B.** The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C.** A medical verification including diagnosis and prognosis must be provided by the recipient employee.
- D.** A recipient employee is eligible to receive 180 working days of donated time per employment.



- E. Donations shall be made in full-day increments of 7.5/8 hours, and are irrevocable. The maximum that may be donated in a calendar year is two donor employee's days per recipient except that a husband and a wife and domestic partner (as defined in Appendix B) both employed by the County may donate unlimited amounts of time between one another.
- F. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted. In addition, effective January 1, 2004, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
- G. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- H. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
- I. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.

**SECTION 25. AGENCY/DEPARTMENT HEAD**

"Agency/Department Head," as used herein, shall mean the Agency Head, the Department Head, or the designee of the Agency Head or Department Head.

**SECTION 26. GRIEVANCE PROCEDURE.**

- A. **DEFINITION.** A grievance is defined as an allegation by an employee or group of employees that the County has failed to provide a condition of employment, which is established by the annual salary ordinance, by written departmental rules, or by this Memorandum of Understanding as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the Agency/Department Head or the County, and provided, further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Sections 3504 and 3505.
- B. **EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- C. **DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
  - 1. Step One: An aggrieved employee and/or his/her steward shall first discuss the grievance with the employee's immediate supervisor.

2. Step Two: If a satisfactory solution is not accomplished by informal discussion, the grievance shall be reduced to writing and shall be presented to his/her immediate supervisor within seven working days of the date of such informal discussion. Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven working days after receipt of the answer within which to file an appeal to the section head.
  3. Step Three: The section head, or corresponding administrative level, shall have seven working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
  4. Step Four: The division head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
  5. Step Five: The Agency/Department Head shall have fifteen working days after holding the grievance hearing for a grievance filed by an individual and twenty working days after holding the grievance hearing of a Union grievance filed pursuant to Section 26.D., in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Agency/ Department Head, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or his/her representative.
- D. **UNION GRIEVANCE.** The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by the Board of Supervisors in Chapter 3.04 of the County of Alameda Administrative Code or by this Memorandum of Understanding, as adopted by Ordinance, provided that such right is not made subject to the discretion of the Agency/Department. Such Union grievances shall be filed with the Agency/ Department Head and heard and determined pursuant to the provisions of the fifth step of the grievance procedure.
- E. **WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the Union and the Agency/Department Head may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- F. **JOINT CONFERENCE BOARD/BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or his/her representative may, within 15 days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by a Joint Conference Board, composed of two (2) members selected by the Director of Human Resource Services of the County and two (2) selected by the responsible managing agent of

the Union, who shall hear the matter and resolve same by majority vote. In such event, the decision of the Joint Conference Board shall be final and binding on the parties. The Joint Conference Board shall have no power to amend this Memorandum of Understanding, a resolution of the Board of Supervisors, the Charter, ordinance, State law, or written departmental rule, or to recommend such an amendment. In the event the Board deadlocks, the Director of Human Resource Services of the County or the responsible managing agent of the Union may request that the dispute be arbitrated.

- G. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the Joint Conference Board and prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have fifteen working days in which to review and seek adjustment of the grievance.
- H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his/her representative. If the Director of Human Resource Services and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
- I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this Memorandum of Understanding, a resolution of the Board of Supervisors, the Charter, ordinance, State law, or written departmental rule, or to recommend such an amendment.
- J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.
- K. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step may constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- L. LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days from the date upon which the County has allegedly failed to provide a condition of employment or a union organizational right. In no event shall any grievance include a claim for money relief for more than a 60-day period. This 60-day filing requirement is tolled only in the following applications:
1. To up to 60 days after the County's alleged failure was reasonably discoverable, or,
  2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to his/her detriment.

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

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

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

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

**N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section 1. of this Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that the 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. For the purposes of the orderly administration of the grievance procedure, the Alameda County Building and Construction Trades Council shall designate in writing to the Director of Human Resource Services its responsible managing agent for the purposes of the administration of the Memorandum of Understanding and the processing of grievances hereunder. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

**O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee, may file and pursue a grievance at the Agency/Department Head level and may also pursue such grievance through the remaining level of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsection 26 K. and 26 L. hereof, that the grievance is filed no later than 30 calendar days from date of issuance of the warrant complained or, that the issue would otherwise be grievable under this Section; 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 27. EDUCATIONAL STIPENDS.**

Upon the approval of the Agency/Department Head of any plan submitted by an employee to engage in job-related educational courses which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the County shall pay \$500 per employee per fiscal year. The maximum County liability under this Section shall not exceed \$6,000 in any

fiscal year. The County agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision, not to exceed a maximum of \$774. Employee shall receive such stipends on a first-come, first-served basis each fiscal year.

The Agency/Department Head shall respond to any request for educational stipend course approval, within thirty calendar days of receipt of such request or the employee's selection shall be deemed approved. Approval or failure to timely respond within 30 calendar days does not encumber funds from the Educational Stipend as such funds are administered on a first-come, first-served basis.

An employee may receive the educational stipend before the course is completed. However, verification of completion of the course must be presented to the Agency/Department Head within 60 days of the completion of the course or the amount of educational stipend paid to the employee will be deducted from his/her subsequent paycheck, unless the employee was unable to complete the course through no fault of his/her own due to involuntary change of shift, personal or immediate family illness, or a death in the immediate family.

### **SECTION 28. TOOL ALLOWANCE.**

The County shall reimburse employees in the following classifications for the actual cost of pre-approved department authorized tools up to \$400 per calendar year:

- Auto Mechanic
- Blacksmith-Welder
- Heavy Equipment Mechanic Helper
- Heavy Equipment Mechanic
- Lead Heavy Equipment Mechanic

Effective January 1, 2014, the tool allowance will increase to up to \$500 per calendar year. The Public Works Agency will maintain all hand tools one and one-fourth inches and above. In order to be reimbursed, employees must submit Auditor's Boot /Tool Reimbursement Claim form 110-55 and must provide supporting documentation indicating that the tools purchased have been pre-approved as required by the County. Reimbursement will also be based on verification of assignment and submittal of original receipt.

### **SECTION 29. DISABILITY INSURANCE POLICIES.**

County sponsored disability insurance policies will be made available. **Coverage can be purchased either through the use of vacation sellback (up to five days) or through payroll deduction.** These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

**SECTION 30. NOTIFICATION OF VACANCIES.**

The County shall adopt improved methods of notifying employees of existing vacancies. The method adopted shall be appropriate to the needs of the operating department and may, during the life of the Memorandum, include the use of a transfer hot line.

**SECTION 31. EFFECT OF LEGALLY MANDATED CHANGES.**

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

**SECTION 32. NO STRIKE -- NO LOCKOUT.**

There shall be no lockout or strike, slowdown, work stoppage, willful absence from assigned work station, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment during the life of this Memorandum of Understanding. Union agrees to take all measures reasonably necessary and appropriate to assure that the provisions of this Section are observed.

**SECTION 33. SAVINGS CLAUSE.**

If any provision of this Memorandum 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 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 34. TERM OF MEMORANDUM.**

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full force and effect to and including July 28, 2018.

**SECTION 35. 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 Unions for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance, which shall incorporate this Memorandum either 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 36. SCOPE OF AGREEMENT.**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

SIGNED AND ENTERED INTO THIS 26 DAY OF February, 2014.

FOR THE COUNTY OF ALAMEDA:

FOR ALAMEDA COUNTY BUILDING AND  
CONSTRUCTION TRADES COUNCIL:

Mary Williams

Denn Belkheim

Alicia Baptista

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Mary Welch  
Mary Welch, Interim Director  
Human Resource Services

Approved as to Form  
Donna Ziegler, County Counsel

By: Mary Elynn Gormley  
Mary Elynn Gormley



**APPENDIX A  
Representation Unit 002**

UNION LOCAL	HOURS	ITEM	MC TITLE	EFFECTIVE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
3	40.0	9415	Auto Body and Fender Worker	01/06/2013					2616.80
3	40.0	9420	Auto Mechanic	01/06/2013					2616.80
3	40.0	9405	Auto Service Worker	01/06/2013	1714.40	1792.00	1881.60	1963.20	2056.00
3	40.0	9407	Auto Service Worker Supervisor	01/06/2013	1863.20	1948.00	2036.80	2136.00	2227.20
342	40.0	9232	Automatic Guided Vehicle Tech	01/06/2013				2651.20	2791.20
3	40.0	9470	Blacksmith-Welder	01/06/2013					2987.20
342	40.0	9660	Boiler Room Operator	01/06/2013			2443.20	2572.00	2703.20
342	40.0	9617	Bridge Mechanic	01/06/2013					3245.60
342	40.0	9616	Bridge Tender	01/06/2013					2233.60
342	40.0	9615	Bridge Utility Worker	01/06/2013		2499.20	2625.60	2757.60	2891.20
342	40.0	9664	Building Equip Maint Wkr (APP)	01/06/2013	1564.80	1828.80	1955.20	2221.60	2481.60
342	40.0	9665	Building Equip Maint Worker	01/06/2013				2609.60	2749.60
342	40.0	9125	Building Maintenance Laborer	01/06/2013					2060.00
342	40.0	9140	Building Maintenance Worker I	01/06/2013				2228.00	2347.20
342	40.0	9141	Building Maintenance Worker II	01/06/2013					2713.60
342	40.0	9220	Carpenter	01/06/2013					2911.20
342	40.0	9218	Carpenter Assistant	01/06/2013				2316.80	2429.60
3	40.0	9360	Crane Operator	01/06/2013					3207.20
3	40.0	9515	Crew Leader	01/06/2013					2816.80

UNION LOCAL	HOURS	ITEM	MC TITLE	EFFECTIVE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
342	40.0	9230	Electrician	01/06/2013					3415.20
342	40.0	9235	Electrician - Lineworker	01/06/2013					3415.20
3	40.0	9355	Heavy Equipment Operator	01/06/2013					3054.40
3	40.0	9465	Heavy Equipmt Mechanic	01/06/2013					2987.20
3	40.0	9455	Heavy Equipmt Mechanic Helper	01/06/2013					2507.20
3	40.0	9460	Heavy Equipmt Oiler-Greaser	01/06/2013					2507.20
3	40.0	9325	Heavy Truck Driver	01/06/2013					2614.40
3	40.0	9105	Laborer	01/06/2013			2053.60	2142.40	2218.40
3	40.0	2148	Land Surveyor	01/06/2013			3603.20	3812.00	3994.40
3	40.0	9475	Lead Heavy Equipment Mechanic	01/06/2013					3129.60
3	40.0	9576	Lead Traffic Painter	01/06/2013					2520.00
342	40.0	9222	Locksmith	01/06/2013					2911.20
3	40.0	9152	Maintenance & Const Worker	01/06/2013				2289.60	2400.00
3	40.0	9107	Maintenance Aide I	01/06/2013				1352.80	1401.60
3	40.0	9108	Maintenance Aide II	01/06/2013	1491.20	1545.60	1612.80	1676.00	1743.20
342	40.0	9240	Painter	01/06/2013					2787.20
342	40.0	9666	Plant Mechanic	01/06/2013				2744.00	2876.00
342		9260	Plumber	01/06/2013					3676.00
342	40.0	9670	Stationary Engineer, GSA	01/06/2013					3245.60
342	40.0	9671	Stationary Engineer, PWA	01/06/2013	3245.60				3245.60
3	40.0	9630	Street Light Technician	01/06/2013					2614.40
3	40.0	9317	Street Sweeper Operator	01/06/2013					2745.60

UNION LOCAL	HOURS	ITEM	MC TITLE	EFFECTIVE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
3	40.0	2140	Survey Technician I	01/06/2013			2341.60	2465.60	2584.80
3	40.0	2145	Survey Technician II	01/06/2013			2608.00	2757.60	2897.60
3	40.0	2147	Survey Technician III	01/06/2013			3369.60	3561.60	3732.00
3	40.0	9575	Traffic Painter	01/06/2013					2400.00
3	40.0	9110	Traffic Sign Worker	01/06/2013					2373.60
342	40.0	9629	Traffic Signal Tech, Trainee	01/06/2013				2993.60	3148.00
342	40.0	9627	Traffic Signal Technician	01/06/2013					3305.60
3	40.0	9402	Transporation Srvs Attendant	01/06/2013	1348.80	1407.20	1470.40	1540.00	1603.20
3	40.0	9550	Tree Trimmer-Climber	01/06/2013					2745.60
3	40.0	9320	Truck Driver	01/06/2013					2256.00
3	40.0	9106	Vegetation Technician	01/06/2013				2332.00	2446.40
3	40.0	9410	Yardworker	01/06/2013					2331.20

## APPENDIX B

### DOMESTIC PARTNER DEFINED

A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner" of the other if they both complete, sign and cause to be filed with the County "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 and share the common necessities of life;
- B. The two parties are not married to anyone; eighteen years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- C. The two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- D. The two parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- E. The two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

Note: Submission of the County "Affidavit of Domestic Partnership" **does not** fulfill the State of California requirements for "Declaration of Domestic Partnership" (State Form DP-1), and may not be sufficient for employees wishing to claim California Paid Family Leave.

## APPENDIX C

### FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 7

Alameda County Flood Control and Water Conservation District Zone 7 job classes represented by Building and Construction Trades Council are covered by this Memorandum of Understanding except for Section 11. Wages which are set in a separate Memorandum of Understanding between the Board of Directors of Zone 7 and the Building and Construction Trades Council.

<u>Item No.</u>	<u>Classification</u>
4934	Safety Technician I, Zone 7
4935	Safety Technician II, Zone 7
4941	Instrument Technician I, Zone 7
4955	Maintenance Coordinator, Zone 7
4983	Construction Maintenance Laborer, Zone 7
4985	Transportation and Supply Coordinator, Zone 7
4986	Plant Maintenance Laborer, Zone 7
4987	Emergency and Safety Technician, Zone 7
4988	Plant Mechanic, Zone 7
4994	Instrument Technician II, Zone 7
4995	Lead Plant Mechanic, Zone 7
4996	Electrician, Zone 7

## APPENDIX D

### **EMPLOYMENT DISCRIMINATION** **COMPLAINT PROCEDURES**

#### Chapter 3.48

##### Sections:

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

##### **3.48.010 Purpose.**

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

##### **3.48.020 Scope.**

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

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

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

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

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

#### **3.48.040 Objectives.**

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

#### **3.48.050 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

**B. Resolving Formal Complaints.**

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.

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

3. **Review County Affirmative Action Officer.** The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.

4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.

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



regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

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

**3.48.080 Costs of hearing.**

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

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2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

Tentative Agreement

Sideletter of Agreement

COUNTY ALLOWANCE

Effective [the same date employees begin contributions toward medical premiums] through the remaining term of the MOU, the County shall contribute \$900 annually toward a cafeteria benefit plan for full-time employees, pro-rated based on the number of pay periods to be worked full-time during the remainder of the calendar year. For the calendar years thereafter, each full-time employee is eligible for a cafeteria benefit plan in the amount of \$900 annually. Employees hired after January 1st shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last full pay periods, and any following partial pay period, prior to December 31st shall not be eligible for plan benefits until the following calendar year.

This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work.

The maximum sum available to an employee who reinstates shall not exceed \$900 minus the sum of the cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

The County shall increase the County contribution to the cafeteria benefit by \$100 effective Plan Year 2016 for a total of \$1,000 annually. In addition, the County offers a me-too clause to provide a cafeteria benefit comparable to any cafeteria benefit that SEIU might receive during the term of the Building and Construction Trades Council contract.

For the County:

Memo Berkheim  
Denise K. Petty  
Mary Williams  
Andre Baptista

For the Union:

[Signature]  
Mary P. Thomas, BTC

[Signature]

Date: Feb 3, 2014

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

Tentative Agreement

Sideletter of Agreement

DENTAL MAXIMUM

The parties agree that effective plan year 2014, the maximum annual dental coverage limit shall be increased \$100, to a total of \$1,550 per plan year. In addition, the County offers a me-too clause to provide a dental benefit comparable to any increase in the dental benefit that SEIU might receive during the term of the Building and Construction Trades Council contract.

For the County:

Scott Bullock  
Margaret Williams  
Debra Coletty  
Chia Ananda

For the Union:

[Signature]  
[Signature], BTC  
[Signature] OSH

Date: Feb 3, 2014

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

Tentative Agreement

Sideletter of Agreement

Effective during a Special Open Enrollment for calendar year 2014, subject to the applicable provisions of the Internal Revenue Code, employees covered by this Memorandum of Understanding are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care. Reimbursements are made solely on a monthly basis subject to submission of itemized statement, proof of payment, adequate accumulation of salary contribution and all applicable County Administrative procedures.

For the County:

Ellen Burkheim  
Mary Williams  
Debra S. Kelly  
Alicia Spivack

Date: Feb 4, 2014

For the Union:

Mary Jo Mason, BTC  
17 January 08  
Abigail V. B.

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

Tentative Agreement

Sideletter of Agreement

Effective [during special Open Enrollment for the 2014 calendar year], and each year thereafter, subject to the applicable requirements of the Internal Revenue Service, eligible employees may, through payroll deductions, contribute to a Health Flexible Spending Account (FSA) in order to pay for qualified unreimbursed health care expenses with pre-tax salary. The annual maximum employee salary contribution for a Health FSA shall be \$2,500.

During the Open Enrollment period prior to January 1st of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate from his/her salary, on a pre-tax basis, an amount to the Health FSA. Except as governed by the Cafeteria Plan Document, no change may be made in the allocation during the calendar year, and any sums remaining unused at the end of the year, including the employee pre-tax salary contribution amount, shall become County funds.

Reimbursement may be made for qualifying health care expenses within the meaning of Section 213(d) of the Internal Revenue Code (e.g., out-of-pocket medically necessary medical, dental, and vision care expenses, including deductibles and co-insurance payments), provided that such expenses were incurred during the period of coverage and paid for by the employee and eligible family members, and not reimbursed or paid under the employee's medical or dental plans or any other applicable personal or group health care plan. Participating employees must comply with all applicable County administrative procedures

For the County:

*Alison Bartholomew*  
*Maury Williams*  
*Debra C. Kelly*  
*Alicia Laparuta*

For the Union:

*Maury Williams, BTC*  
*12 January 05'13*  
*Alison Bartholomew*

Date: *Feb 3, 2014*

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

Tentative Agreement to

Sideletter of Agreement

Upon passage of legislation for a new retirement tier of 2% at 65 with a 3 year averaging pension formula, and signature by the Governor, the Alameda County Building and Construction Trades Council, agrees to meet and confer over the 2% at 65 with 3 year averaging pension formula. The parties agree that the meet and confer will commence no later than 60 days following the date that the Governor signs such legislation.

For the County:

Glenn Gilkerson  
Mary Williams  
David C. Petty  
Alicia Sapienza

For the Union:

Mary Jo Moran, BTC  
12 Jussman 2813  
Cheryl V. B.

Date: Feb 4, 2014



SIDELETTER OF AGREEMENT

BETWEEN

BUILDING AND CONSTRUCTION TRADES COUNCIL  
LOCAL 342  
AND THE  
COUNTY OF ALAMEDA

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

This sideletter of agreement provides that County employees represented by the Building and Construction Trades Council Local 342 and who are members of the Alameda County Employees' Retirement Association (ACERA) shall be afforded paid release time to attend two ACERA sponsored workshops or seminars per year.

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

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

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

FOR THE COUNTY:

*George L. Nassery*  
*David [unclear]*  
\_\_\_\_\_

FOR LOCAL 342:

*[Signature]*  
\_\_\_\_\_

DATE: January 15, 1999

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

Tentative Agreement

Sideletter of Agreement

The parties agree that, effective [two pay periods following adoption of this MOU by the Board], the following shall be used when surveying the jurisdictions for the salary survey: use Heavy Truck Driver as the key class for the Truck Driver classification; use Survey Technician II for the Survey Technician class; use Range A for the State of California surveyed classes; for the State of California, use CalTrans Highway Maintenance Worker as the surveyed match for the classification of Alameda County Laborer.

For the County:

Alanna Bulksing  
Maryellen Ames  
Denise Coletty  
Alicia Rappas

Date: Feb 7, 2014

For the Union:

Manuel M. Moya, B.C.  
D. J. Moya 0843  
Elvira V. B.

SIDELETTER OF AGREEMENT  
BETWEEN  
BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE COUNTY OF ALAMEDA

WAGES - SURVEYED JURISDICTIONS

The public jurisdictions which are surveyed in order to determine wage rates pursuant to Section 11.A and 11.B of the Memorandum of Understanding are as follows:

- 1) Contra Costa County
- 2) Marin County
- 3) Santa Clara County
- 4) City and County of San Francisco
- 5) San Mateo County
- 6) City of Berkeley
- 7) City of Oakland
- 8) Port of Oakland
- 9) City of San Jose
- 10) East Bay Municipal Utility District
- 11) Lawrence Livermore Lab
- 12) Oakland Public Schools
- 13) University of California at Berkeley
- 14) State of California
- 15) Federal Government

The Federal Government will no longer constitute a surveyed jurisdiction effective as of the survey for the March 12, 2006 wage increase.

FOR THE COUNTY

Allen Bulkin  
Devin S. Ward  
\_\_\_\_\_

FOR THE UNION

Richard DeLong BTCA  
Carl D. Casy OES  
David L. Mann LOCAL #342  
\_\_\_\_\_  
\_\_\_\_\_

2-2-05  
DATE

ALAMEDA COUNTY BOARD OF SUPERVISORS  
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 03/18/2014

Approved as Recommended  Other

Read title, waived reading of ordinance in its entirety and adopted Ordinance O-2014-17

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

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

Documents accompanying this matter:

Ordinance: O-2014-17

Documents to be signed by Agency/Purchasing Agent:

File No. 29155

Item No. 16

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: Phila Bailey  
Deputy

COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2014

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

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

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**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2015**

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

(\*) Not applicable to all employees, please refer to the applicable MOUs  
Page 001 of 02000

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2016**

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

(\*) Not applicable to all employees, please refer to the applicable MOUs  
tsayen 02/10/16

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2017**

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

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

Ingunyon 021810

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**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2018**

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

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

Inquiry 021810 (updated 09/10/18)

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