

**MEMORANDUM  
OF  
UNDERSTANDING**

**BETWEEN THE  
ALAMEDA COUNTY  
WELFARE FRAUD INVESTIGATORS ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA**



**June 22, 2014 – September 15, 2019**

## Table of Contents

	Page
Section 1. Recognition .....	1
Section 2. No Discrimination .....	1
Section 3. Union Security .....	2
Section 4. Authorized Representatives (Stewards) of the Union .....	3
Section 5. Bulletin Boards; Meetings; Access to Records .....	4
Section 6. Medical And Dental Plans .....	5
Section 7. Leave of Absence .....	10
Section 8. Premium Conditions .....	11
Section 9. Holidays .....	12
Section 10. Wages .....	12
Section 11. Cumulative Sick Leave Plan .....	13
Section 12. Vacation Leave .....	14
Section 13. Grievance Procedure .....	24
Section 14. Management Benefits .....	27
Section 15. Catastrophic Sick Leave Program .....	27
Section 16. Flex-Time .....	28
Section 17. No Strike .....	28
Section 18. Scope of Agreement .....	28
Section 19. Enactment .....	29
Section 20. Savings Clause .....	29
Section 21 Term of Memorandum .....	30
Appendix A Salaries .....	31

<b>Appendix B Domestic Partners.....</b>	<b>32</b>
<b>Appendix C Employment Discrimination Complaint Procedures .....</b>	<b>33</b>
<b>Subject Index .....</b>	<b>37</b>
<b>Inclusion of Fair Labor Standards Act .....</b>	<b>39</b>
<b>Fair Labor Standards Act 7(k) Exemption .....</b>	<b>40</b>
<b>Vacation Sellback .....</b>	<b>41</b>
<b>Share the Savings .....</b>	<b>42</b>

**2014 - 2019**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE ALAMEDA COUNTY**  
**WELFARE FRAUD INVESTIGATORS ASSOCIATION**  
**AND THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County," and the Alameda County Welfare Fraud Investigators Association, affiliated with Operating Engineers Local Union No. 3, hereinafter named 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 June 22, 2014 through September 15, 2019, for those employees working in the representation unit referred to in Section 1 hereof.

**SECTION 1. RECOGNITION**

The County recognizes the Union as the exclusive bargaining representative for all full-time, permanent, and probationary employees in supervisory Representation Unit 064 in the classifications as specifically enumerated in Appendix "A" of this Memorandum. On an as-needed basis, representatives of the County and the Union shall meet for the purpose of assigning newly created Civil Service classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the department head panel as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties to the disagreement. Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne equally between the parties to the disagreement.

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

**SECTION 2. NO DISCRIMINATION**

- A. DISCRIMINATION PROHIBITED.** No person in the classified Civil Service shall be appointed, reduced, or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations, age, race, color, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical condition, and any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C, which is incorporated by reference to this Memorandum of Understanding, and shall be excluded from the Grievance Procedure.
- B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither County nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.

- C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C during the term of this agreement, subject to the duty to meet and confer.

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

- A. NOTICE OF RECOGNIZED UNION.** When a person is hired into a classification represented by the Union, the County shall notify such person(s) that the Union is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by the Union for the sole purpose of joining the Union and effecting payroll dues deductions.
- B. NOTICE TO RECOGNIZED UNION.** The County shall post within the employee work or rest area a notice which sets forth the classifications within the representation unit and the name and address of the Union. The County shall also give a written notice to the Union containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.
- C. MAINTENANCE OF MEMBERSHIP.** Employees in Representation Unit 064 who are members of the Union on the date upon which this Memorandum of Understanding is executed or who become members of the Union during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.
- D. REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for Union dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the Human Resource Services-Employee Services Center setting forth his/her desire to revoke said authorization. The Human Resources Services-Employee Services Center shall promptly forward a copy of said letter to the Union. No authorizations shall be revoked for a period of two biweekly pay-periods following transmittal of said letter to the Union. To be considered, a letter shall be received by the Human Resource Services-Employee Services Center within the month of July as specified in subsection C.

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

- E. PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues from employees in represented classes in Representation Unit 064 in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the Unit to which such employees are assigned.

The County shall deduct from employee earnings once each pay-period for membership dues in the Alameda County Welfare Fraud Investigators Association, Operating Engineers Union Local No. 3, Unit 064 in the amount as approved by the Union's membership, and in conformity with State and County regulations, and as the Union will request the Human Resource Services-Employee Services Center, the same to be paid to the Union.

- F. HOLD HARMLESS.** The Union shall indemnify and hold the County and the Human Resource Services-Employee Services harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved Union insurance programs, or from complying with any demand for termination hereunder.

#### **SECTION 4. AUTHORIZED REPRESENTATIVES (STEWARDS) OF THE UNION**

- A. PURPOSE.** The County recognizes the need and affirms the right of the Union to designate authorized representatives of the Union from among employees in the unit. It is agreed that the Union in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- B. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE UNION.** The County recognizes the right of the Union to represent employees in connection with grievances which arise under Section 13. of the Grievance Procedure.

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

- C. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of authorized representatives. The Union shall notify the Agency/Department Head in writing of the names of the Union representatives and the units they represent. If a change in Union representatives is made, the Agency/Department Head shall be advised in writing of the Union representative being replaced and the Union representative named to take his/her place. The number of Union representatives shall be mutually agreed upon and a list of Union representatives shall be submitted to the Agency/ Department Head.
- D. DUTIES AND RESPONSIBILITIES OF UNION REPRESENTATIVE.** The following functions are understood to constitute the complete duties and responsibilities of the Union representative.
1. Duties and Time Limits: After obtaining supervisory permission, Union representatives will be permitted to leave their normal work area during on-duty time not to exceed 8 hours per pay-period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action.
  2. Obtain Permission: To obtain permission to investigate a grievance on on-duty time, the Union representative shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance or a disciplinary action. The shop steward shall report such time to his/her supervisor as shop steward leave (payroll code UNI) for timekeeping purposes. The Union representative is permitted to discuss the

problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by Union representatives as a part of the grievance process. The employee may be represented by a Union representative at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the Union representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the Union representative was denied permission.

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

**E. CHANGES IN REPRESENTATIVES OR NUMBER OF UNION REPRESENTATIVES.** If a Union representative is reassigned which will leave his/her shift or work location without a Union representative, then the Union shall have the right to appoint a replacement. Should the Union wish to change Union representative during the grievance procedure, it may do so, provided that only one Union representative will be allowed time off from work upon one occasion to investigate the grievance.

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

## **SECTION 5. BULLETIN BOARDS; MEETINGS; ACCESS TO RECORDS**

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

**B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this Section during duty hours may do so only on duly requested and authorized leave time.

**C. MEETINGS.** Meetings of a representative of the Union and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in subsection B above.

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

or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The County shall provide one copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

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

## **SECTION 6. MEDICAL AND DENTAL PLANS**

### **A. MEDICAL PLAN COVERAGE**

#### **1. Medical Plan Coverage for Full-time Employees**

- a. Payment of Premiums- Full-time Employees.** Effective June 22, 2014 through the remaining term of this MOU, the County and covered employees will share in the cost of medical premiums. The County will pay ninety percent (90%) of the total premium or a Health Maintenance Organization (HMO) plan or ninety percent (90%) of the total premium of the lowest cost HMO plan toward the total premium for a Preferred Provider Organization (PPO)/Indemnity Plan at the corresponding level of coverage (i.e., Self, Self +1 dependent, Family) in a plan year.
- b. County Offered Medical Plan.** The County will offer a Health Maintenance Organization ("HMO") medical plan and a Preferred Provider Organization ("PPO") or Indemnity Medical Plan.
- c. Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Option.** In lieu of County offered medical and dental plans, an employee may enroll in an Operating Engineers Health and Welfare Trust medical and dental plan to the extent permitted by that Trust. For full-time employees, the County will contribute towards that coverage in an amount not to exceed ninety percent (90%) of the total monthly premium, at the employee's applicable level of enrollment, for the lowest cost HMO plan offered through the County plus the amount that the County would have contributed toward the County-offered dental plan had the employee enrolled in that plan, or the premium of the elected Operating Engineer's plan, whichever is lower.
- d. Benefits Subject to Availability.** The foregoing County-offered benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Association of changes in the availability of any of the above County-offered benefit plans. Within seven (7) days after its receipt of such notice, the Association may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.



**2. Medical Plan Coverage for Employees Regularly Scheduled to Work Less Than the Normal Work Week.**

- a. Any employee, who is regularly scheduled to work less than the normal work-week for the job classification, but at least fifty percent (50%) of the normal full-time work-week for that classification, shall be entitled to elect coverage under a County-offered HMO or PPO/Indemnity plan. In lieu of such plans, the employee may elect coverage through the Operating Engineers Health and Welfare Trust Plan as provided in Section 6.A.1.c above.
- b. Effective June 22, 2014 through the remaining term of this MOU, the County's contribution toward the provider's premium shall be ninety percent (90%) of the total semi-monthly premium for an HMO plan prorated each pay-period based upon a proportion of the hours the employee is on paid status within that pay-period to the normal full-time pay-period for the job classification, provided that the employee must be on paid status at least fifty percent (50%) of the normal full-time biweekly pay-period for the job classification. For part-time employees who choose the PPO/Indemnity plan, the County will contribute ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO plan, prorated each pay-period based upon a proportion of the hours the employee is on paid status within that pay-period to the normal full-time biweekly pay-period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay-period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay-period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit and the County will make no contribution.

For covered less than full-time employees who select the Operating Engineers Health and Welfare Trust Plan, the County will contribute ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO and a prorated share of the semi-monthly premium that the County contributes on behalf of a covered full-time employee enrolled in the County's dental plan offered pursuant to subsection 6.B below. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay-period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit and the County will make no contribution.

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

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

- c) Up to one full family HMO membership with up to one full family PPO/Indemnity membership.
- d) Up to one full family HMO membership with up to one full family alternative HMO membership.
- e) Up to one full family Operating Engineers – Health and Welfare Trust Plan membership with up to one full family Operating Engineers Trust alternative plan.

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

4. **Effect of Authorized Leave Without Pay on Medical Plan Coverage:** Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three 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 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 that are applicable to the plan year in which they reinstate.

5. **30-Day Re-Enrollment and Termination of Enrollment on Change in Status:** Employees who are enrolled in a County sponsored medical plan and who experience a qualifying event involving a change in status (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner), must within thirty (30) calendar days of the qualifying event, enroll affected eligible dependent(s) into the County offered medical plans in which the employee is enrolled. An employee who experiences an event that disqualifies a covered dependent(s) from further coverage (e.g., divorce, termination of domestic partnership, etc.) must notify the Employee Benefits Center in writing within thirty (30) calendar days of the disqualifying event and un-enroll the disqualified dependent(s).
6. **Open Enrollment:** Eligible employees may choose from among any plan offered by the County or the Operating Engineers Health and Welfare Trust during the annual Open Enrollment period.
7. **MODIFICATIONS TO MEDICAL PLANS:** The parties agree that the County may make changes during the term of the Memorandum of Understanding to the medical plans which do not materially impact the health benefits upon notice to the Union. Upon receipt of such notice the Union may request to meet with the County.

The parties agree that the County may make a request to reopen the agreement during the Memorandum of Understanding to discuss changes in the health plan design. Upon receipt of such notice the Union may request to meet with the County.

## **B. DENTAL PLAN OPTIONS.**

### **1. Dental Plan Coverage for Full-Time Employees:**

- a. For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a County-offered dental plan for eligible full-time employees and their eligible dependents provided that the employee is on paid status at least fifty percent (50%) of the normal full-time pay-period for the job classification. Eligible full-time employees may elect any one of the following County-offered dental plan options listed below.
  - i. A PPO/Indemnity dental plan.
  - ii. A pre-paid, closed panel dental plan.
  - iii. A supplemental spousal dental plan.
  - iv. The Operating Engineers Health and Welfare Trust - This option is only available in combination with the Medical Plan option offered through the Operating Engineers Health and Welfare Trust (see Section 6.A.1.c for additional information).
- b. 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:
  - i. Up to one full family PPO/Indemnity dental plan or Operating Engineers together with up to one supplemental Spousal dental plan.
  - ii. Up to one full family PPO/Indemnity dental plan or Operating Engineers together with up to one pre-paid closed panel plan.
  - iii. Up to one full family pre-paid closed panel plan.
  - iv. Up to one full family PPO/Indemnity or Operating Engineers plan.
- c. These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Association of such benefit changes. Within seven (7) days of receiving such notice, the Association 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 impact of such benefit changes on matters within the scope of representation.
- d. Effective calendar year 2009, the maximum annual benefit for each covered individual is \$1,450. Effective plan year 2016, the maximum annual dental coverage limit shall be \$1,550 per plan year.

2. **Dental Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week:** Any employee who is regularly scheduled to work less than the normal work-week for the job classification but at least fifty percent (50%) of the normal full-time work-week for that classification, who has not elected to enroll in the Operating Engineers Health and Welfare Trust Plan, shall be entitled to elect coverage under a County-offered dental plan. For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the semi-monthly premium for a Dental Plan for less than full-time employees and their dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time pay-period for the job classification.

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

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

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

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

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

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

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

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

1. During the term of this MOU, the County and Association shall investigate the feasibility of offering or eliminating alternative medical and/or dental plan(s).
2. The Memorandum of Understanding shall be reopened on notice to the Association from the County that the County desires to meet and confer over possible changes related to medical and dental plans.

## **SECTION 7. LEAVE OF ABSENCE**

- A. PREGNANCY & CHILD BONDING LEAVE.** An employee is entitled to a pregnancy and child bonding leave of up to six months. Such an employee may elect to take accrued vacation or compensating time off 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, when eligible, with pay accumulated pursuant to the Administrative Code. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

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

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

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

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.

**C. DEATH IN IMMEDIATE FAMILY.** A regularly scheduled employee may be granted up to 40 hours of leave of absence with pay by the Agency/Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four-week period. For purposes of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the Appendix B), son, stepson, daughter, stepdaughter, brother, sister, grandparent, grandchild, foster parents, foster child, mother-in-law, and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, sister-in-law.

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

## **SECTION 8. PREMIUM CONDITIONS**

### **A. BILINGUAL PAY**

- 1. Positions Designated Bilingual.** Upon the recommendation of the Agency/Department Head and the approval of the Director of Human Resource Services or designee, an employee occupying a position designated as requiring fluency in a language other than English shall receive an additional \$40 per pay-period and a person occupying such a position and having fluency in three or more languages shall receive \$45 per pay-period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.
- 2. Bilingual Pay for Services Requested.** An employee who has taken and passed a bilingual proficiency test coordinated by Human Resources Services and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated \$40 in any pay-period in which the employee is directed by

the Agency/Department Head to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

## **SECTION 9. HOLIDAYS**

### **A. HOLIDAYS DEFINED.**

Paid holidays shall be:

- January 1st
- Third Monday in January (Dr. Martin Luther King, Jr. Day)
- February 12th (Lincoln's Birthday)
- Third Monday in February (Presidents' Day)
- Last Monday in May (Memorial Day)
- July 4th
- First Monday in September (Labor Day)
- November 11th (Veterans Day)
- Thanksgiving
- Day after Thanksgiving Day
- December 25th

**B. FLOATING HOLIDAYS.** Effective January 1, 2003, each employee hired prior to July 1 of each year shall be entitled to four (4) floating holidays. These holidays are to be scheduled by mutual agreement of the employee and the Agency/Department Head and taken within the calendar year. The first four full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holidays. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

### **C. HOLIDAYS TO BE OBSERVED ON WORK DAYS.**

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

## **SECTION 10. WAGES**

**A.** Effective May 8, 2005, for those employees who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association (ACERA), the County shall pay a portion of the employee's contribution to the Alameda County Employee Retirement Association (ACERA) in an amount equal to three percent (3%) of the employee's salary.

Effective October 26, 2014, employees hired on or after December 9, 2012 and members of ACERA Tier 4 are no longer eligible to receive the 3% retirement pick-up as defined in 10.A above.

- B. Effective May 8, 2005, for those currently employed employees who are 30 year members of the Alameda County Employee Retirement Association (ACERA) and do not make contributions to the Alameda County Retirement Association because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401(a) plan pursuant to IRC 414(h)(2).
- C. Effective July 19, 2015, salaries for all represented classes shall be increased by 2%.
- D. Effective July 17, 2016, salaries for all represented classes shall be increased by 1%.
- E. Effective July 16, 2017, salaries for all represented classes shall be increased by 2%.
- F. Effective July 15, 2018, salaries for all represented classes shall be increased by 3%.
- G. **Special Adjustments.** In addition to the general increase, the following classes will receive a special salary adjustment as follows:

Item #	Classification Title	Effective 7/19/15	Effective 7/17/16
6774	Welfare Investigator I	1%	2%
6776	Welfare Investigator II	1%	2%

- H. The County contribution set forth in 10.A and 10.B above shall be for full-time employees on full-time paid status. If the employee is on paid status less than full-time, the County contribution shall be prorated each pay-period based upon a proportion of the hours worked within that pay-period to the normal full-time pay-period for the job classification.

**SECTION 11. CUMULATIVE SICK LEAVE PLAN**

**A. ACCUMULATION OF SICK LEAVE**

1. **Accumulation of Sick Leave for Full-Time Employees.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half workday for each full biweekly pay-period on paid status. The Agency/Department Head shall grant such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.
2. **Accumulation of Sick Leave for Part-Time Employees.** Each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to A.1 above, except that the sick leave accrual shall be prorated each pay-period based upon the proportion of the hours worked within a pay-period to the 40 hour workweek base.
3. Effective January 1, 2008, each employee who is regularly scheduled to work less than the full-time 40 hour workweek base shall accrue sick leave pursuant to A.1 above, except that the sick leave accrual shall be prorated each pay-period based upon the proportion of the hours worked within a pay-period to the 40 hour workweek.



- B. 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 A.1, restored to him/her for use as provided in this section.
- C. SICK LEAVE CREDIT AT RETIREMENT.** County Employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement.

## **SECTION 12. VACATION LEAVE**

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 1, 1995.** Each employee in the service of the County hired prior to January 1, 1995, shall accrue vacation leave according to the following schedules.
  - a. **Two weeks accrual:** Employees shall accrue two weeks vacation annually until completion of 104 full-time biweekly pay-periods (4 years) of continuous employment.
  - b. **Three weeks accrual:** Employees shall accrue three weeks vacation annually as of the completion of 104 full-time biweekly pay-periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay-periods (11 years) of continuous employment.
  - c. **Four weeks accrual:** Employees shall accrue four weeks vacation annually as of 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 vacation annually as of the completion of 520 full-time biweekly pay-periods (20 years) of continuous employment.
2. **FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 1995.** Each employee in the service of the County whose employment began on or after January 1, 1995, shall accrue vacation as follows:
  - a. **Two weeks accrual:** Employees shall accrue two weeks vacation annually until completion of 156 full-time biweekly pay-periods (6 years) of continuous employment.

- b. **Three weeks accrual:** Employees shall accrue three weeks vacation annually as of the completion of 156 full-time biweekly pay-periods (6 years) of continuous employment and until completion of 390 full-time biweekly pay-periods (15 years) of continuous employment.
- c. **Four weeks accrual:** Employees shall accrue four weeks vacation annually as of the completion of 390 full-time biweekly pay-periods (15 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 vacation annually as of the completion of 520 full-time biweekly pay-periods (20 years) of continuous employment.

Effective August 16, 2015 each employee in the service of the County whose employment began on or after January 1, 1995 and before August 16, 2015 shall accrue vacation as follows:

- a. **Two weeks accrual:** Employees shall accrue two weeks vacation annually until completion of 104 full-time biweekly pay-periods (4 years) of continuous employment.
  - b. **Three weeks accrual:** Employees shall accrue three weeks vacation annually as of the completion of 104 full-time biweekly pay-periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay-periods (11 years) of continuous employment.
  - c. **Four weeks accrual:** Employees shall accrue four weeks vacation annually as of 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 vacation annually as of the completion of 520 full-time biweekly pay-periods (20 years) of continuous employment.
3. **FOR EMPLOYEES HIRED ON OR AFTER August 16, 2015.** Each person in the service of the County whose employment began on or after August 16, 2015 shall accrue vacation leave as follows:
- a. **Two weeks accrual:** Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay-periods (4 years) of continuous employment, up to a maximum balance of four weeks.
  - b. **Three weeks accrual:** Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay-periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay-periods (11 years) of continuous employment, up to a maximum balance of six weeks.
  - c. **Four weeks accrual:** Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay-periods (11 years) of continuous

employment and until completion of 520 full-time biweekly pay-periods (20 years) of continuous employment, up to a maximum balance of eight weeks.

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

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

1. For persons employed prior to August 16, 2015
  - a. An employee who accrues vacation leave pursuant to subsections 12.A.1 or 12.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 12.C.
  - b. Employees hired prior to August 16, 2015 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will avoid a downward adjustment. The Agency/Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will avoid a downward adjustment.
2. For persons employed on or after August 16, 2015
  - a. An employee who accrues vacation leave pursuant to subsections 12.A.3, and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A," for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee's applicable maximum vacation balance as set forth in subsection 12.C.

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

1. For employees hired prior to January 1, 1995, maximum vacation leave balances allowable prior to the pay-period containing January 1 of each year beginning the year 2000, shall be no more than two times 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 years to 11 years	3 weeks	6 weeks
11 years to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

2. For employees hired on or after January 1, 1995 and prior to August 16, 2015 maximum vacation leave balances allowable prior to the pay-period containing January 1 of each year beginning the year 2000, shall be no more than two times 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 6 years	2 weeks	4 weeks
6 years to 15 years	3 weeks	6 weeks
15 years to 20 years	4 weeks	8 weeks
20 years	5 weeks	10 weeks

Effective August 16, 2015 for employees hired on or after January 1, 1995 and prior to August 16, 2015 the maximum vacation leave balances allowable prior to the pay-period containing January 1 of each year shall be no more than two times employee's vacation accrual rate, and shall be as follows:

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 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

1. For employees hired on or after August 16, 2015, the accrual of vacation leave will cease effective with any pay-period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed their maximum balance, Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

<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	5weeks	10 weeks

- D. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.
- E. CHANGE OVER TO MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION FOR EMPLOYEES HIRED PRIOR TO August 16, 2015.** Employees hired prior to August 16, 2015 who accrue vacation under subsection 12.A.1 or 12.A.2 shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination or which will avoid a downward adjustment at the beginning of the pay-period containing January 1. As of the pay-period containing January 1, 2000 and every such pay-period containing January 1 of each year thereafter, the vacation leave balance of any employee which exceeds the maximum accrual will be adjusted downward to the maximum vacation balance level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.
- F. MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Agency/Department Head may take vacation in excess of one and one-half times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.
- G. DEFINITION.** For the purpose of this section, "working day" shall mean any day upon which an employee would normally be required to work.

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

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

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

**J. PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her regular vacation allowance for personal leave.

The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of the department. Such personal leave shall be in segments of one-half day or more for non-exempt employees as defined by the FLSA.

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

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

**M. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.**

1. Employees who enter a bargaining unit covered by this Agreement and who are hired prior to August 16, 2015 and are not subject to a maximum vacation accrual shall have two full calendar years to reduce his/her vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the maximum allowable vacation balance" is already applicable. After two full calendar years, the vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum (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 August 16, 2015 and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in Section 12.A.3 above shall be subject to provisions outlined in Section 12.A.3 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 12.C. effective the pay-period containing January 1 of the calendar year following his/her appointment to a position in the representation unit to allow time for the employee to reduce his/her balance below the cap. The vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance in Section 12.C.3. (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. The Department Head shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

**N. DISABILITY INSURANCE POLICIES.** Effective January 1, 1996, County-sponsored disability insurance policies will be made available. Coverage can be purchased through the use of vacation sellback (see Section 7-4 of the Salary Ordinance) or through payroll deduction. These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

**O. CONTINUATION OF SECTION.** This Section 12 shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on September 15, 2019, as provided in Section 20, and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.

**P. VACATION PURCHASE PLAN.**

1. Effective December 5, 2006 through December 31, 2014, eligible employees may elect to purchase one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment. On the first pay-period of the calendar year, the employees' 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.

Due to concerns about County financial liabilities associated with the Vacation Purchase program, employees will have to have used one week or more of purchased vacation as of the third pay-period prior to the start of Open Enrollment in order to purchase one week of additional vacation for the subsequent year. If the employee wishes to purchase two weeks of vacation, s/he must have used all of his/her purchased vacation as of the third pay-period prior to the start of Open Enrollment.

In order to clarify eligibility under the Vacation Purchase program, the parties agree to the following:

- 1) To be eligible to purchase vacation, an employee must have completed payment for any previous vacation purchase 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;
- 2) 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;
- 3) 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.
- 4) 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.
- 5) 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.
- 6) 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. Effective January 1, 2011, in the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
  - i. The County shall cease deductions and no additional days will be allowed for purchase.
  - ii. The County shall adjust the purchased vacation balance by any unpaid time.
  - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay-period of the calendar year of the date of ineligibility.
  - iv. The employee shall be paid for the time not taken as of the 1<sup>st</sup> pay-period of the following year.
  - v. If the employee has used the purchased vacation time prior to completing payment, the County reserves the right to recover the cost from the employee at the time of ineligibility.
- 7) 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.
- 8) For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in Section 12.B of this MOU.



2. Effective Calendar Year 2011, and for any purchased vacation balance used on or after January 1, 2011, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay-periods in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave and vacation time for all bi-weekly hours or portions thereof coded as purchased vacation. These prorated premium costs shall be deducted from the employee's pay check for the bi-weekly pay-period in which the purchased vacation is utilized and, further, the employee will not accrue vacation or sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards county seniority, hours in step or towards the completion of the probationary period or retirement service credit.

**Medical premiums**

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

**Dental premiums** – If the employee uses more than 37.5/40 Vacation Buy hours in a pay-period, the employee will be responsible for the entire dental premium.

**Leave Accruals** – The employee will not accrue sick leave or vacation when using Vacation Buy hours.

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

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

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

**Holidays**

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

3. Effective Calendar Year 2015 and every year thereafter, only those full-time employees who have completed less than 156 full-time biweekly pay-periods (6 years) of continuous employment and accruing vacation at the two week per year rate and subject to this MOU may elect to purchase one additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one week under the Vacation Purchase Plan during Open Enrollment.
  - a. On the first pay-period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement,

between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.

- b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
- c. To be eligible to purchase one week of vacation, an employee must have no unused purchased vacation as of the third pay-period prior to the start of Open Enrollment.
- d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final 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, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
  - i) The County shall cease deduction and no additional days will be allowed for purchase.
  - ii) The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
  - iii) The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay-period of the calendar year of the date of ineligibility.
  - iv) For purchased vacation remaining and unused through the final pay-period of the calendar year, as set forth in section h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay-period of the following year.

- v) If the employee has used the purchased vacation time prior to completing payment, for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by 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.

### **SECTION 13. GRIEVANCE PROCEDURE**

- A. DEFINITION.** A grievance under this Memorandum of Understanding is limited to only those instances where an employee or group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this Memorandum of Understanding, as adopted by ordinance, by written agency/departmental rules, or in the annual Salary Ordinance provision that is directly relevant to the grievance or grievant, and provided that the enjoyment of such right is not made subject to the discretion of the County; and provided further that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.
- B. EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
1. Step One: An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
  2. Step Two: If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of subsection 13C. and may thereafter file a grievance in writing with his/her immediate supervisor within seven working days of the date of such informal discussion.

Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven working days after receipt of the answer within which to file an appeal to the section head.

3. Step Three: The section head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.

4. Step Four: The division head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
  5. Step Five: The Agency/Department Head shall have 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 13.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 this Memorandum of Understanding, provided that such right is not made subject to the discretion of the County. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of the 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. 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 30 days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator.
- G. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or his/her designee shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services or his/her designee shall have ten 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 or his/her designee and the employee or his/her representative. If the Director of Human Resource Services or his/her designee and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services or his/her designee 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 agency/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 shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- 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. 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. The 60-day period is limited to that which immediately precedes the filing of the grievance, or,
  2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in section L, 1 and 2 above.

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

- N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section the provisions of Section 1. of this Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this Memorandum of Understanding, are

specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

- O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 13.K. and 13.L. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be gievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

#### **SECTION 14. MANAGEMENT BENEFITS**

Employees eligible to participate in the Management Benefits and Cafeteria Plan, as specified in Article 7 of the Alameda County Salary Ordinance, shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. Effective plan year 2016, the County's contribution towards M-designated benefits shall be increased from \$2,900 to \$3,100 per calendar year. The County Allowance shall be expanded to include dependent care assistance and adopt assistance, beginning in plan year 2016.

#### **SECTION 15. CATASTROPHIC SICK LEAVE PROGRAM**

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

##### **Eligibility:**

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

5. Donations shall be made in full-day increments of 8 hours and are irrevocable. Employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay-period may be used in the following pay-periods. No retroactive donations are permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100 percent of the employee's gross salary.

#### **SECTION 16. FLEX-TIME**

An employee is eligible to participate in the Social Services Agency Flextime Program. In addition, an employee and his or her Division Director can mutually agree to a flex-time schedule including a 4-10 schedule. This section shall not be subject to the grievance process.

#### **SECTION 17. NO STRIKE**

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

#### **SECTION 18. 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.

## **SECTION 19. ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Union for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance, which shall incorporate this Memorandum of Understanding by ordinance. Upon such adoption, the provisions of this Memorandum shall supersede and control over conflicting or inconsistent County ordinances and resolutions.

## **SECTION 20. SAVINGS CLAUSE**

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



**SECTION 21. TERM OF MEMORANDUM**


Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including September 15, 2019, except for Section 12. Vacation Leave which shall continue in full effect as provided in subsection 12.O.

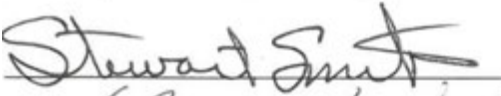
SIGNED AND ENTERED INTO THIS 17 DAY OF June, 2015.

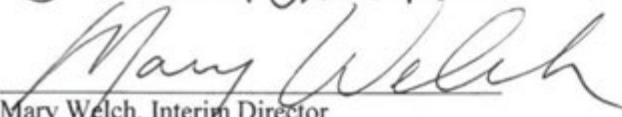
**FOR COUNTY OF ALAMEDA:**

  
\_\_\_\_\_  
Darrell Murray, IEDA

  
\_\_\_\_\_  
Aracelia Esparza, Human Resources Services

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
Mary Welch, Interim Director  
Human Resource Services

**FOR ALAMEDA COUNTY WELFARE  
FRAUD INVESTIGATORS ASSOCIATION:**

  
\_\_\_\_\_  
Allen Dunbar, ACWFIA Business Representative

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

Approved as to Form  
Donna Ziegler, County Counsel

By:   
\_\_\_\_\_

## APPENDIX A

Listed herein are all those Alameda County job classifications represented by the Alameda County Welfare Fraud Investigators Association in Representation Unit 064. Salaries are established by the Board of Supervisors and are effective on the dates shown.

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	HRS	FL
<b>6774</b>	<b>M</b>	<b>Welfare Investigator I</b>								
			07/19/2015	2296.00	2408.80	2518.40	2630.40	2751.20	40.00	C
			07/17/2016	2365.60	2481.60	2594.40	2709.60	2833.60	40.00	C
			07/16/2017	2412.80	2531.20	2646.40	2764.00	2890.40	40.00	C
			07/15/2018	2484.80	2607.20	2725.60	2847.20	2976.80	40.00	C
<b>6776</b>	<b>M</b>	<b>Welfare Investigator II</b>								
			07/19/2015	2620.00	2743.20	2858.40	3006.40	3137.60	40.00	C
			07/17/2016	2699.20	2825.60	2944.80	3097.60	3232.00	40.00	C
			07/16/2017	2752.80	2882.40	3004.00	3159.20	3296.80	40.00	C
			07/15/2018	2835.20	2907.20	3094.40	3253.60	3396.00	40.00	C

## APPENDIX B

### DOMESTIC PARTNER DEFINED

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

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

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

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

## APPENDIX C

### Chapter 3.48

#### EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

##### Sections:

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

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

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

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

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

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

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

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

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

#### **3.48.040 Objectives.**

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

#### **3.48.050 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

**B. Resolving Formal Complaints.**

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

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

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

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

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

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

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

**3.48.080 Costs of hearing.**

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

## SUBJECT INDEX

	<b>Page</b>
Access to Records.....	4
Appendix A, Salaries .....	31
Appendix B, Domestic Partners.....	32
Appendix C, Employment Discrimination Complaint Procedure.....	33
Authorized Representatives Stewards of the Union .....	3
Bilingual Pay.....	11
Binding Arbitration, Grievance Procedure .....	25
Bulletin Boards, Use of .....	4
Catastrophic Sick Leave Program.....	27
Child Bonding Leave .....	10
County Facilities, Use of.....	4
Cumulative Sick Leave Plan.....	13
Death In Immediate Family.....	11
Dental Plan Options.....	8
Disability Insurance.....	20
Discrimination Prohibited.....	1
Domestic Partners, Appendix B.....	32
Employment Discrimination Complaint Procedure .....	33
Enactment .....	29
Flex-Time.....	28
Floating Holidays .....	12
Grievance Procedure.....	24
Hold Harmless.....	3
Holidays.....	12
Leave Of Absence.....	10
Management Benefits .....	27
Medical Plan Coverage .....	5
Meetings .....	4
Personal Leave.....	19
Pregnancy And Child Bonding.....	10
Premium Conditions .....	11
Recognition.....	1
Salaries, Appendix A .....	31
Savings Clause.....	29
Scope Of Agreement.....	28
Sick Leave Plan, Cumulative.....	13



Sideletters.....	39
Stewards, Authorized Representatives of the Union .....	3
Strike, Prohibited .....	28
Term of Memorandum.....	30
Union Representative .....	3
Union Security .....	2
Vacation Leave.....	14
Vacation Purchase Plan .....	20
Wages .....	12

**NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA**

**COUNTY PROPOSAL #5**

**MARCH 10, 2004**

**Inclusion of FLSA 7(k) exemption Sideletter**

The parties agree to attach the sideletter entered into between ACWFIA and the County on April 22, 1996 regarding FLSA 7(k) exemptions as they apply to the Welfare Investigators to the Memorandum of Understanding.

FOR THE COUNTY:

FOR THE UNION:

*Glenn Beckheimer*  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Pamela J. Wixson*  
*[Signature]*  
*Charles A. Blackmon*  
*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_

DATE *October 27, 2004*

**SIDELETTER OF AGREEMENT**

The undersigned parties agree that the Alameda County job classes of 6674, Assistant Welfare Investigator and, 6676 Welfare Investigator meet the definition of employees assigned in law enforcement activities of Section 553.211 of the Fair Labor Standards Act, and therefore qualify for the 7(k) exemption of that Act, which allows an employer to establish a work period other than 7 day work period 40 hour maximum hours standard. While the exemption allows an employer to establish a maximum hours standards of 86 hours for a 14 day work period, we agree to establish a maximum hours standards of 80 hours.

Accordingly, overtime compensation (in Premium Pay or Compensatory Time, at the discretion of the Department Head) is required for all hours worked in excess of the following maximum hours standard.

<u>WORK PERIOD (DAYS)</u>	<u>MAXIMUM HOURS STANDARD</u>
14	80

The 14 day work period will coincide with the regular County pay period.

The Parties agree that this Sideletter shall become effective at the beginning of the pay period following adoption by the Alameda County Board of Supervisors and shall remain in effect unless revised after reopening by written request by either party.

**FOR THE COUNTY**

*Angie L. Halsey*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR THE UNION**

*John Lawrence*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 4/22/96

RSS:pb  
SIDELTR.WI  
2/22/86

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO COUNTY'S PROPOSAL- VACATION SELLBACK

May 21, 2015

The parties agree that the allowable vacation sellback for the Alameda County Welfare Fraud Investigators Association, Unit 064 shall be fifteen (15) days per fiscal year for the term of the 2014-2019 Memorandum of Understanding.

FOR THE COUNTY:

  
\_\_\_\_\_

DATE: 7/2/15

FOR THE ACWFIA:

  
\_\_\_\_\_

DATE: 7-6-15

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT TO UNION PROPOSAL- SHARE THE SAVINGS

April 22, 2015

SIDELETTER OF AGREEMENT

The parties agree that the County shall increase the existing monthly Share the Savings stipend in Plan Year 2016, so that the new monthly totals shall be as follows:

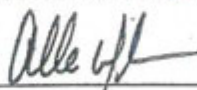
- \$200 for those employees who decline all medical coverage;
- \$150 for those employees who decline Family coverage and select Single coverage;
- \$100 for those employees who decline Family coverage and elect 2-party coverage;
- \$100 for those employees who decline 2-party coverage and elect Single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

FOR THE COUNTY:

  
\_\_\_\_\_

DATE: 4/22/15

FOR THE ACWFIA:

  
\_\_\_\_\_

DATE: 4-22-15

**ALAMEDA COUNTY BOARD OF SUPERVISORS  
MINUTE ORDER**

*The following action was taken by the Alameda County Board of Supervisors on 07/28/2015*

**Approved as Recommended**                       **Other**

Read titles, waived reading of Ordinances in their entirety and adopted Ordinances O-2015-42 and O-2015-43

**Unanimous**    **Chan:**    **Haggerty:**    **Miley:**    **Valle:**    **Carson:**    -  **4**

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

**Documents accompanying this matter:**

**Ordinance:** O-2015-42, O-2015-43

**Documents to be signed by Agency/Purchasing Agent:**

**File No.** 29493

**Item No.** 57

**Copies sent to:**

**Special Notes:**



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

ATTEST:  
Clerk of the Board  
Board of Supervisors

By: Rhonda Bailey  
Deputy

**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2016**

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

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



**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2017**

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

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

Tnguyen 021610

v:\payroll\pca\calendar\pca\calendar\_master-1 (2016-2022)



**COUNTY OF ALAMEDA  
PAYPERIOD CALENDAR  
2018**

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

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

Truyen 021810 (updated 091013)

V:\Payroll\PRCalendar\PPCalendar\_Master1 (2018-)

**COUNTY OF ALAMEDA**  
**PAYPERIOD CALENDAR**  
**2019**

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

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

tguyen 021810 (032414)