

**MEMORANDUM
OF
UNDERSTANDING**

**ALAMEDA COUNTY BUILDING AND
CONSTRUCTION TRADES COUNCIL**

AND

THE COUNTY OF ALAMEDA



October 2, 2022 – February 1, 2025

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**2022 – 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
THE COUNTY OF ALAMEDA**

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**2022 – 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY BUILDING AND CONSTRUCTION TRADES COUNCIL
AND
THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING hereinafter "MOU" is entered into by the County of Alameda, said political subdivision hereinafter designated as "County," and Alameda County Building and Construction Trades Council hereinafter designated as "Union," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period October 2, 2022 through February 1, 2025, for those employees working in Representation Units 002 and 062 referred to in Section 1. (Recognition) of this MOU.

SECTION 1. RECOGNITION.

1.A. EXCLUSIVE BARGAINING REPRESENTATIVE. The County recognizes the Union as the exclusive bargaining representative for the following employees:

All full-time employees in classifications included in Bargaining Units 002 (Crafts and Trades) and 062 (Crafts and Trades Zone 7) as specifically enumerated in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) and Appendix A-2 (Classification Listing for Representation Unit 062) attached hereto.

1. All part-time employees in classifications included in Bargaining Units 002 (Crafts and Trades) and 062 (Crafts and Trades Zone 7) as referenced in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) and Appendix A-2 (Classification Listing for Representation Unit 062), who are regularly scheduled to work two-fifths (0.4) or more time per pay period.
2. The County shall recognize the Union as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) and Appendix A-2 (Classification Listing for Representation Unit 062). On an as-needed basis, or at the request of either party, representatives of the County and Union shall meet for the purpose of assigning newly created Civil Service classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter. Costs of such arbitrations shall be borne equally between the parties to the disagreement.

1.B. ASSIGNMENT OF CLASSIFICATIONS. In disputes between the County and the Union over the assignment of newly created Civil Service classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:

1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within the scope of (a) management designated classifications, e.g., project specialists, management specialists, administrative interns, or other administrative classifications; or (b) classifications represented by other employee organizations.

2. The arbitrator shall reject any claim of the Union to any newly created classification occupied exclusively by employees who work less than two-fifths (0.4) time.
3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly-created classification is substantially within the scope of duties now included within an Union-represented classification or if a newly created classification is without clear recent precedent in the County service, whether or not the duties of such classification are, in general character, similar to those within the Union-represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the National Labor Relations Act, to a non-supervisory bargaining unit represented by the Union. In case of an arbitration involving classifications without clear recent precedent in the County service, the arbitrator shall receive as relevant evidence the views of affected employees.
4. In the resolution of disputes arising from this Section 1. (Recognition), the parties agree on the selection of an arbitrator. In case of disagreement on the selection of the arbitrator, the provisions of subsection 25.H. (Selection of Arbitrator) of the MOU shall apply.

1.C. EXCLUSION OF EMPLOYEES. The provisions set forth in subsections 1.A. and 1.B. herein shall not apply to persons occupying positions designated as management, supervisory, or confidential, nor to persons not in the classified civil service. The County may designate positions as confidential in accordance with Administrative Code Section 3.04.020 (Definitions).

SECTION 2. NO DISCRIMINATION.

- 2.A. **DISCRIMINATION PROHIBITED.** In receiving the rights afforded by this MOU, no person shall in any way be favored or discriminated against because of their political or religious opinions or affiliations, age, race, color, sex, gender identity, national origin, sexual orientation, physical/mental disability, medical condition, religion, military or veteran status, or any other protected class as defined by the federal and/or state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Employment Discrimination Complaint Procedures contained in Appendix C of this MOU, and shall be excluded from Section 25. (Grievance Procedure).
- 2.B. **NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither the County nor the Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or to not engage in Union activity.
- 2.C. **RIGHT TO CHANGE EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES.** The County reserves the right to change the Employment Discrimination Complaint Procedures referenced in Appendix C during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY.

- 3.A. **NOTICE OF RECOGNIZED UNION.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation units referred to in Section 1. (Recognition) hereof and which includes any classification existing in the department or agency, and the name and address of the recognized employee organization for each such unit. The department or agency

shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Union is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current MOU to be supplied by the Union. The Union agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable provided the employee pays Union dues.

- 3.B. UNION MEMBERSHIP.** All employees covered by this MOU may become and remain members in good standing in the Union in accordance with the terms and provisions of the Union bylaws, by completing an application for Union membership and payroll deduction authorization ("authorization for deduction for Union membership") form. Any employee who is or who becomes a member of the Union and has signed the authorization for deduction for Union membership form will have payroll dues deductions in accordance with subsection 3.C. (Payroll Deductions and Payover).
- 3.C. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by the Union that an employee has signed an authorization for deduction for Union membership dues and/or designated fees, the County shall deduct the appropriate, dues or fees and/or premiums for approved insurance programs as established and as may be changed from time to time by the Union, from employee's pay in conformity with State and County regulations. The County shall promptly remit such dues and/or fee to the Union. Employee requests to cancel or change deductions must be directed to the Union, rather than to the County. The County will forward to the Union a statement containing the names of the employees from whose pay and in what amount such deductions have been made and will simultaneously remit the total amount of such monthly deductions to the Union. No later than December 1st of each year, the County shall provide the Union the County's annual calendar showing paydays for the following year. The Union will provide the County with written notice of each employee dues deduction or revocation on or before the Monday of the non-payday week. The effective date of deductions or revocations of any existing authorizations for employees shall be the payday Friday following the Union's notification to the County of the deduction authorization or revocation.
- 3.D. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County, its officers, and employees, harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions, and/or from complying with any Union requests for deductions or revocations made pursuant to this Section 3. (Union Security), provided that the County provides notice to the Union within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This included the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds, Union dues or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
- 3.E. WAIVER OF ELECTION FOR NEWLY REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation units set forth in Section 1. (Recognition) of this MOU shall not require an election herein for the application of this provision to such classifications and/or employees.

The recognition of newly established bargaining units and the inclusion of same within Section 1. (Recognition) of this MOU shall also not require an election herein for the application of this provision to such units.

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

- 4.A. ACCESS TO EMPLOYEES.** Authorized representatives of the Union shall have the right to contact employees and to visit job sites within the representation unit during working hours for the purposes of administering this MOU and consulting with stewards and employees on matters within the scope of representation. Such representatives shall notify the Agency/Department Head or their designated representative of their presence prior to their arrival. The Union agrees that such representative shall not unduly disrupt the business of the work unit involved.
- 4.B. USE OF BULLETIN BOARDS.** The County agrees that reasonable space shall be allowed on bulletin boards for use by employees and the Union to communicate with unit employees. Posted materials shall not be obscene, defamatory, or unrelated to the scope of representation.
- 4.C. USE OF COUNTY FACILITIES.** County facilities may be made available upon timely application to the management representative under whose control the facility is placed for use by employees and the Union. Such use shall not occur during working hours other than lunch periods.
- 4.D. MEETINGS.** Meetings of Union representatives and unit employees or a group of unit employees may be held on County property, provided, however, such meetings shall not be during working hours except as stated in subsection 4.E. (Shop Stewards) hereof.
- 4.E. SHOP STEWARDS.**
- 1. PURPOSE.** The County recognizes the need and affirms the right of the Union to designate shop stewards from among employees in the unit. It is agreed that the Union in appointing such shop stewards, does so for the purpose of promoting an effective relationship between supervisors and employees by helping to settle problems at the lowest level of supervision.
 - 2. ROLE OF SHOP STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the Agency/Department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that their stewardship function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, county or agency/department policy or MOU.
 - 3. SELECTION OF SHOP STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the shop stewards and the units they represent. If a change in shop stewards is made, the Agency/Department Head shall be advised in writing of the shop steward being replaced and the shop steward

named to take their place within thirty (30) calendar days of the new appointment. The Union may appoint up to fourteen (14) shop stewards.

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

a. Duties and Time Limits

1. Shop Stewards Working Full Time. After obtaining supervisory permission, shop stewards employed full time will be permitted to leave their normal work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action, or to present at New Employee Orientation (“NEO”) when a new employee in the bargaining unit is in attendance.
2. Shop Stewards Working Less Than Full Time. After obtaining supervisory permission, shop stewards employed two-fifths (0.4) time or more, but less than full time, will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance or a disciplinary action, or to present at NEO when a new employee in the bargaining unit is in attendance.
3. Permission to Investigate Grievance: To obtain permission to investigate a grievance on on-duty time, the shop steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance.

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

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

4. Permission to Present at NEO: To obtain permission to present at the NEO, the Union’s designated representative shall request release time to the Employee/Labor Relations Division at least three (3) working days before the scheduled NEO. Release time to present at the NEO shall not exceed thirty (30) minutes plus reasonable travel time and shall be counted towards the hours allowed per pay period under subsections 4.E.4.a.1.(Shop Stewards Working Full-Time) and 4.E.4.a.2. (Shop Stewards Working Less than Full-Time) herein.

Upon request of release time by the Union through the Employee/Labor Relations Division, the Agency/Department shall coordinate with the

appropriate supervisor of the shop steward to allow release time subject to non-interference with business needs.

- a. Shop stewards who are conducting duties as outlined in subsection 4.E.4.a. (Duties and Time Limits) shall report such time as union shop steward leave (payroll code "UNI") for timekeeping purposes.
- b. Shop Stewards/employees who are authorized release time to participate in the meet and confer process and/or on a Labor Management Team ("LMT"), shall report such time as meet and confer leave (payroll code "MCL") and labor management committee leave (payroll code "LMC"), respectively.
- c. Changes In Shop Stewards Or Number Of Shop Stewards. If management reassigns a shop steward which will leave their present shift or work location without a shop steward, the Union shall have the right to appoint a replacement. Should the Union wish to change shop stewards during the grievance procedure, it may do so provided that only one (1) shop steward will be allowed time off from work upon one (1) occasion to investigate the grievance.
- d. Shop Steward Signs. Shop stewards may identify themselves by use of an appropriate sign or placard so long as the sign or placard is no larger than four (4) inches by twelve (12) inches.

4.F. ACCESS TO RECORDS. An employee shall be permitted to review their own personnel record. Union representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

Letters of reprimand or warning will be removed from an employee's official personnel file upon request of the employee after five (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.

4.G. DATA TO UNION. The Employee Benefits Center ("EBC") shall provide a list of the names, classifications, department, work location, work telephone number(s), home address and home telephone number(s), work and personal email address on file with the County of all existing union members four (4) times annually in accordance with the AB 119 Sideletter of Agreement ("SLA") addressing the Union Access to New Employee Orientation.

4.H. STOPPING PARTICIPATION. If for any reason the Union decides to cease participation in the County's General NEO, the designated business representative must notify the EBC at least thirty (30) calendar days prior to the date the Union is requesting to cease participation. If the Union ceases participation, any section in the AB 119 SLA referencing the Union's participation in the NEO shall no longer apply. If the Union requests to reinstate their participation in the County's General NEO under the provisions of the AB 119 SLA, the designated business representative must notify the EBC at least thirty (30) calendar days prior to requesting reinstatement.

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

- 5.A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Agency/Department Head shall prepare a schedule showing the hours which an employee of the County in their agency/department is to work. Except under emergency situations, no employee's shift shall be changed in any work week; and no shift change may be made except upon ten (10) days' notice of such change in shift to employee.
- 5.B. WORKDAY AND WORK WEEK.** The normal work week for each classification covered by this MOU is specified in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) and Appendix A-2 (Classification Listing for Representation Unit 062).
1. For each employee whose normal workday is eight (8) hours per day, the normal work week shall be forty (40) hours, excluding overtime.
 2. For each part-time employee, the workday and/or work week will be determined by the Agency/Department Head. The workday and/or work week will be a proration of time scheduled to work to the normal 40-hour work week base for the employee's classification enumerated in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) and Appendix A-2 (Classification Listing for Representation Unit 062).
 3. For part-time and services-as-needed employees, the "work week base," as used herein, shall mean a number of hours in a work week which are equivalent to the full-time hours listed for classifications as enumerated in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) and Appendix A-2 (Classification Listing for Representation Unit 062).
- 5.C. HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the County's workplace, or in some other place where the employee is carrying out the duties of the County.
- 5.D. REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration, provided, however, that rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- 5.E. CONVERSION OF WORK WEEK FROM 37.5 TO 40 HOURS.** Employees in classifications converting to a 40-hour work week shall carry over their vacation and sick leave and subject to subsection 8.A. (Holidays Defined) hereof, floating holiday balance in the same number of days and fractions of days recorded for the 37.5-hour work week. For compensatory time off ("CTO"), the same number of hours and fractions of hours recorded for the 37.5-hour work week shall be carried over for the 40-hour work week subject to subsection 6.F. (When Compensating Time Off May Be Taken or Paid For) hereof.
- 5.F. VOLUNTARY REDUCTION OF WORK PERIOD.** Upon mutual agreement of a full-time permanent employee covered by this MOU and an Agency/Department Head, such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to thirteen (13) pay periods as follows:

1. An employee and Agency/Department Head may agree that the employee shall work a part-time work schedule of ninety percent (90%), eighty percent (80%), seventy percent (70%), sixty percent (60%), or fifty percent (50%) in any biweekly pay period with a corresponding reduction in pay and paid benefits as set forth in subsection 5.F.4.
2. Employees working an approved reduced work schedule shall revert to full-time work status at the end of the agreed to period or, if the employee transfers, promotes, demotes, terminates, or in any other way changes their status with the County, they will be removed from the reduced work schedule.
3. With ten (10) calendar days advance notice, an Agency/Department Head may unilaterally terminate an approved reduced work schedule in the event of an unanticipated staffing or fiscal emergency. The determination to terminate the approved reduction shall be final and non-grievable.
4. Employees opting to reduce hours under this subsection, shall be deemed full-time employees for all purposes of this MOU provided that such employees shall be entitled to paid leave accruals and health and dental plan contributions on the same basis as part-time employees represented herein during such periods.
5. Employees who reduce working hours under this subsection will remain on the payroll with full-time employee status and the hours not worked as the result of the reduction shall be coded as approved leave without pay.

SECTION 6. OVERTIME.

6.A. HOW OVERTIME IS AUTHORIZED. Work for the County by an employee at times other than those scheduled as the employee's normal work week pursuant to Section 5. (Hours of Work; Shifts; Schedules and Rest Periods) shall be approved in advance in writing by the Agency/Department Head, or in cases of unanticipated emergency, shall be approved by the Agency/Department Head, after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Agency/Department Head or their designee.

6.B. OVERTIME WORK DEFINED. Overtime work shall be defined as all work performed in a work week in excess of the normal work week pursuant to Section 5. (Hours of Work; Shifts; Schedules and Rest Periods) for the job classification. Holidays which fall on an employee's regularly scheduled day off and paid sick leave shall not count towards the accumulation of the work week. Holidays worked, holidays which fall on an employee's normally scheduled workday and paid time off shall count toward the accumulation of the work week.

6.C. RATES DEFINED.

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

An employee's FLSA regular rate shall include, in addition to their hourly rate as defined in subsection 6.C.1., any applicable footnote outlined in the County Salary Ordinance and any applicable premium payment pursuant to subsections 12.A. (Split Shift), 12.B. (Night Shift), 12.C. (Standby Duty), and 12.F. (Temporary Assignment to a Higher-Level Vacancy) of this MOU.

6.D. OVERTIME PAYMENT. Employees shall be compensated for overtime work either in cash or in CTO at the mutual agreement of the employee and the Agency/Department Head. If there is not mutual agreement, then the overtime will be paid in cash as follows and consistent with subsection 6.F. (Compensatory Time Off) herein:

1. For classifications with a 40-hour normal work week, employees shall be compensated at time and one-half (1.5) for all time worked in excess of forty (40) hours.
2. The method of compensation for cash payment of overtime worked shall be as follows:
 - a. Employees covered by the overtime provisions of FLSA shall be paid time and one-half (1.5) for overtime worked based on the employee's hourly rate, provided, however, that time and one-half (1.5) the employee's FLSA regular rate shall be paid for all actual hours worked in excess of forty (40) hours (excluding holidays and paid leave time) in an employee's normal work week.
 - b. Employees exempt from the overtime provisions of FLSA shall be paid time and one-half (1.5) for all overtime worked based on the employee's hourly rate.
3. An employee on paid leave during the employee's entire normal work week shall only be compensated for overtime to the extent that the employee has actually performed overtime hours as defined in subsection 6.B. (Overtime Work Defined) by working enough regular hours to accumulate hours in excess of the employee's normal work week.

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

6.F. COMPENSATORY TIME OFF.

1. CTO may be accrued to a maximum of eighty (80) hours, and any employees who has accumulated eighty (80) hours of CTO shall be paid in cash for all subsequent overtime worked until such time as the employee's CTO balance is reduced below eighty (80) hours. Notwithstanding the foregoing, an employee may exceed the 80-hour maximum when an emergency or other unusual circumstances exist and the Agency/Department has obtained approval of the County Administrator's Office to grant CTO in excess of eighty (80) hours, but in no event to exceed two hundred forty (240) hours.
2. Scheduling of CTO shall be by mutual agreement of the employee and the Agency/Department Head.

6.G. DAYLIGHT SAVINGS TIME. All employees working at the time daylight savings time starts or ends shall be paid for actual time worked and in accordance with subsection 6.D. (Overtime Payment) and its provisions.

SECTION 7. LEAVES OF ABSENCE.

- 7.A. LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Agency/Department head upon the request of the employee seeking such leave, but such leave shall not be for longer than nine (9) months, except hereinafter provided.
- 7.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the County, except as hereinafter provided.
- 7.C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of their military orders which specify the dates and duration of such leave.

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

1. Paid military leave, which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of two hundred forty (240) working hours for 40 hour/week classes, during ordered military leave, including–necessary travel time. The 240-hour limit reflects the equivalent of thirty (30) 8-hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in in subsection 7.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift he/she would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
4. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

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

- 7.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Agency/Department Head may grant an employee a leave of absence without pay from their position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result, and during the period, of a military leave of absence.
- 7.E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

- 7.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution; but no one such leave of absence shall exceed a period of one (1) year.
- 7.G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified civil service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission rules shall apply.
- 7.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified civil service who is appointed to another classification in the classified service of the County may be granted a leave of absence without pay from the position to which they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such department shall be laid off if all authorized positions are filled.
- 7.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified civil service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which they have tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.
- 7.J. LEAVE FOR JURY DUTY IN ANSWER TO SUBPOENA.** Sufficient paid leave shall be granted to permit an employee to travel between the workplace and the court and while serving on jury duty or in answer to a subpoena as a witness. Compensation for any employee regularly scheduled to work less than the normal work week for the job classification shall be prorated within a pay period in which leave is granted, based upon a proportion of the hours which would have been worked during that pay period but for the leave to the normal full-time pay period for the job classification.

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

When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (0.5) of their regularly scheduled shift, the employee shall report to duty and jury duty pay under this Section shall be reduced accordingly. If the employee fails to report as set forth herein, they shall be docked for the balance of the day.

Employees shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempted

from this requirement, provided that an Agency/Department Head may adjust an employee's work assignment to permit the employee to apply for standby duty.

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

7.L. PERSONAL DISABILITY LEAVE. This subsection 7.L. applies only to part-time employees who work less than 1,250 hours in a 12-month period and therefore do not qualify under the provisions of the Family and Medical Leave Act of 1993 ("FMLA"). If state and federal law changes so that such part-time employees are provided benefits equivalent to or exceeding those in this subsection, this subsection will no longer be in effect. After six (6) months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two (2) periods aggregating to no more than 90-calendar days within a 12-month period upon presentation of acceptable proof of their personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or CTO, unless the employee is receiving accrued vacation, paid sick leave or compensating time off as a supplement to disability insurance benefits under Section 21. (Disability Insurance Benefits) of this MOU, in which event, the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period equals two (2) times the employee's weekly disability insurance entitlement divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the Agency/Department Head.

The Agency/Department Head may require acceptable proof of the employee's ability to return to work provided that the Agency/Department Head shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the Agency/Department Head shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this subsection shall be returned to the same classification and the Agency/Department Head shall make their best effort to return such employee to the same geographical location, shift and, where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used their best effort herein shall not be subject to Section 25. (Grievance Procedure).

7.M. PREGNANCY & CHILD BONDING LEAVE. A pregnant employee is entitled to receive a pregnancy and child bonding leave of up to six (6) months, the dates of which are to be mutually agreed upon by the employee and Agency/Department Head. Such an employee may elect to take accrued vacation or CTO or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave with pay accumulated pursuant to subsection 10.D. (Cumulative Sick Leave Plan) of this MOU. Notwithstanding the above, the employee is entitled to take up to seven (7) months of total leave for the

integration of the disability and child bonding leaves pursuant to the California Family Rights Act ("CFRA"). These leaves, when eligible, are taken concurrently with FMLA.

Reinstatement subsequent to pregnancy and child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make their best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used their best effort herein, shall not be subject to Section 25. (Grievance Procedure).

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

Such an employee may elect to take accrued vacation or compensating time off during the period of child bonding leave except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted to the employee unless they are otherwise eligible to use it as provided in subsection 10.J. (Sick Leave Review) of this MOU. 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 Section 25. (Grievance Procedure).

- 7.O. BEREAVEMENT LEAVE.** A regularly scheduled employee shall be granted up to five (5) days leave of absence with pay by the Agency/Department Head because of death in the immediate family. Employees requesting such leave must complete and submit the Bereavement Leave Statement within thirty (30) days of the start of the bereavement leave, and the bereavement leave shall be completed within three (3) months of the date of death of the immediate family member. Bereavement leave may be taken in single day increments. For purposes of this subsection 7.O. (Bereavement Leave), "immediate family" means, mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in the Appendix B (Domestic Partner Defined), child of domestic partner, son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a son-in-law, daughter-in-law, brother-in-law or sister-in-law.

Entitlement to leave of absence under this subsection 7.O. (Bereavement Leave) shall be only for all hours the employee would have been scheduled to work for those days granted and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

- 7.P. LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS.** Upon forty-eight (48) hours advance notice by the employee to their supervisor, an employee shall be granted leave while participating in a County examination which is scheduled during the employee's

working hours. Sufficient paid leave shall be granted to permit the employee to travel between the workplace and the testing site. Examinations for jurisdictions other than the County are exempted from this provision.

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

SECTION 8. HOLIDAYS.

8.A. HOLIDAYS DEFINED.

1. Paid holidays shall be:

Date	Known As
January 1	New Year's Day
Third Monday in January	Dr. Martin Luther King, Jr., Day
February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
September 9 th	Admission Day
Second Monday in October	Columbus Day
November 11 th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	
December 25 th	Christmas Day

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

Two (2) floating holidays are to be scheduled by mutual agreement of the employee and their Agency/Department Head and taken within the calendar year. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited. Employees hired on or after July 1 of each year will not be entitled to the floating holiday(s) for the calendar year in which they were hired.

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

Date	Known As
January 1	New Year's Day

Date	Known As
Third Monday in January	Dr. Martin Luther King, Jr., Day
February 12 th	Lincoln's Birthday
Third Monday in February	Washington's Birthday
Last Monday in May	Memorial Day
July 4 th	Independence Day
First Monday in September	Labor Day
November 11 th	Veterans' Day
Fourth Thursday in November	Thanksgiving Day
Day after Thanksgiving Day	
December 25 th	Christmas Day

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

Four (4) floating holidays are to be scheduled by mutual agreement of the employee and their Agency/Department Head and taken within the calendar year. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited. Employees hired prior to July 1 of each year shall be entitled to the floating holiday(s). Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired.

3. Employees of the General Services Agency and Public Works Agency who are in positions regularly assigned to cover shifts seven (7) days a week, 24 hours a day, who are employed in the Agency on January 1, 2003, will continue to receive holidays as outlined in subsection 8.A.1. Employees who are appointed to the General Services Agency and Public Works Agency after January 1, 2003, and who are in units regularly assigned to cover shifts seven (7) days a week, 24 hours a day, shall receive holidays as specified in subsection 8.A.2.
 4. Effective January 1, 2024, all employees shall be subject to holidays as provided in subsection 8.A.2. Provided further that effective January 1, 2024, subsections 8.A.1. and 8.D.1. shall no longer apply.
 5. **Juneteenth Holiday:** In the event the County adopts and provides changes to County Holidays that includes the Juneteenth Holiday as part of an agreement with any County employee organization during the term of this October 2, 2022 to February 1, 2025 MOU, all employees in classifications represented by the Union shall be granted the same holidays provisions effective on the same date as the other employee organization.
- 8.B. VALUE OF HOLIDAY.** The value of a holiday which falls during a pay period is one-tenth (0.10) of said scheduled pay period, excluding overtime. The maximum potential value of a holiday is eight (8) hours for a scheduled 80-hour pay period.
- 8.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** No employee assigned to shift work shall receive a greater or lesser number of holidays as defined in subsection 8.A. (Holidays Defined) in any calendar year than employees regularly assigned to work during the normal work week, regardless of how the holiday is compensated. The intent of this subsection is

to compensate each employee for each holiday defined in subsection 8.A. (Holidays Defined) above, whether compensation is in cash or time off.

For holiday administration purposes, only when an assigned shift overlaps two (2) calendar days, the day worked or scheduled to be worked shall be that calendar day upon which a majority of work, excluding overtime, was performed or scheduled.

8.D. HOLIDAYS TO BE OBSERVED ON WORKDAYS.

1. In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; September 9, known as "Admission Day"; November 11, known as "Veterans' Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.
2. Effective January 1, 2003, in the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans' Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nation-wide or state-wide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

8.E. HOLIDAY COMPENSATION.

1. For full-time employees:

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

2. For part-time employees:

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

Such an employee may, in writing, with a minimum of seven (7) calendar days' notice to their Agency/Department Head elect to use accrued vacation and/or compensating time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- b. Less than full-time employees shall be compensated for hours worked on holidays defined herein at one and one-half (1.5) times the normal hourly rate.

- 8.F. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on paid status on the employee's scheduled workday before and the employee's scheduled workday after the holiday.
- 8.G. CONFORMITY WITH STATE HOLIDAYS.** In the event the Legislature shall amend Section 6700 of the Government Code to change the date a holiday listed in subsection 8.A. (Holidays Defined) hereof is observed, employees subject to this MOU shall celebrate said holiday in conformity with the State. This subsection shall not be applied so as to increase or decrease the number of holidays set forth in subsection 8.A. (Holidays Defined) hereof.
- 8.H. EXEMPT WORK SITUATION.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section (Holidays).

SECTION 9. VACATION LEAVE.

Services-As-Needed employees working in classifications which are enumerated in Appendices A-1 (Classifications and Salary Listing for Representation Unit 002) and A-2 (Classification Listing for Representation Unit 062) are excluded from the provisions of Section 9. (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.

9.A. VACATION ACCRUAL.

- 1. **FOR EMPLOYEES HIRED PRIOR TO JANUARY 5, 2014.** Each employee in the service of the County hired prior to January 5, 2014 shall accrue vacation leave according to the following schedules:
 - a. **Two (2) weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.

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

2. FOR EMPLOYEES HIRED ON OR AFTER JANUARY 5, 2014. Each employee in the service of the County hired after January 5, 2014 shall accrue vacation leave as follows:

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

9.B. CASH PAYMENT IN LIEU OF VACATION LEAVE. Effective July 23, 2023, all employees who leave the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002), for unused vacation leave accrued to the date of the employee's separation.

9.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.

- 1. For employees hired prior to January 5, 2014, maximum vacation leave balances allowable prior to the pay period containing January 1 of each year beginning in the year 2005, shall be no more than two (2) times the employee's vacation accrual rate, and shall be as follows:

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

- 2. For employees hired on or after January 5, 2014, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum vacation leave 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 a level below their maximum balance, the Agency/Department Head will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purposed of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

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

9.D. DATE WHEN VACATION ACCRUAL STARTS. Vacation accrual shall begin as of the date of employment. In the event the date of employment is not on the first day of the pay period, then the vacation accrual for that pay period shall be prorated in accordance with the actual time worked in the pay period.

9.E. MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION FOR EMPLOYEES HIRED PRIOR TO JANUARY 5, 2014. Employees hired prior to January 5, 2014 who accrue vacation under subsection 9.A.1. shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. As of the pay period containing January 1 of each year, the vacation leave balance of any employee which exceeds the maximum allowable vacation balance will be paid in cash. Department/Agency Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances below the maximum accrual level.

9.F. MAXIMUM VACATION LEAVE. Employees shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave.

Employees, with the approval of their Agency/Department Head, may take vacation in excess of one and one-half (1.5) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

9.G. DEFINITIONS. For the purpose of this Section 9. (Vacation Leave), “workday” shall mean any day upon which an employee would normally be required to work.

9.H. EFFECT OF LEAVE WITHOUT PAY ON VACATION ACCRUAL. No vacation accrual shall be earned during the period when an employee is absent on leave without pay.

9.I. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave without pay, and time during which employees are laid off because their services are not needed, and time during which employees are temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section 9. (Vacation Leave); but the period of time such employees are absent on authorized leave without pay or so laid off or so

temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this Section 9. (Vacation Leave), provided that, for the purpose of qualifying for 25 working days' vacation leave, where employees have been employed by the County without interruption for the past ten (10) years, all service of such employees shall be deemed to have been continuous.

9.J. WHEN VACATION LEAVE MAY BE TAKEN. Paid leave may be granted only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

1. Except as provided in subsection 9.J.2. (For Part-Time Employees) hereof, vacation shall be scheduled by mutual agreement of the employee and the Agency/Department Head. An employee shall be allowed to divide their vacation leave in any calendar year into two (2) segments. The Agency/Department Head, at their discretion, may grant an employee additional segments of vacation in increments of at least one (1) hour or more. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in subsection 9.K. (Personal Leave). In the event of conflicting requests from employees, the matter shall be decided in favor of the employee having the longest County service in a classification and vacation scheduling unit. Subsequent vacation requests within the same calendar year shall be resolved in favor of the most senior employee who has not, by virtue of their senior position, previously had such a conflict resolved in their favor during the calendar year. In the event of vacation schedule conflict among employees, all of whom have, by virtue of their senior position, had such conflicts resolved in their favor during the calendar year, the senior employee who has had the least number of such conflicts resolved in their favor shall prevail. When written submission of a vacation request is required pursuant to this subsection, 9.J.1., the County shall respond within twenty (20) calendar days in writing or shall schedule the vacation requested by the employee.
2. **For Part-Time Employees:** Any employee scheduled to work less than the full-time work week and two-fifths (0.4) or more time for the job classification may, at the discretion of the Agency/Department Head be included in a vacation scheduling unit with full-time employees in the same job classification, and in such cases both the full-time and the less than full-time employees shall have conflicting requests resolved according to the procedure indicated herein.
3. In the event that vacation scheduling pursuant to subsection 9.J.1. or 9.J.2. (For Part-Time Employees) hereof is impractical due to the size of the agency/department, vacation scheduling unit involved or other reasons, the following procedures shall apply. In a month established by the Agency/Department Head, any employee may submit up to three (3) choices of preferred vacation period for the subsequent 12 months. The agency/department has approved such choices on the basis of employee seniority as set forth in subsection 9.J.1. or 9.J.2. (For Part-Time Employees) hereof. The agency/department shall post a list of approved and scheduled vacations by no later than six (6) weeks following the end of the designated month in which the vacation requests were due. Any employee who fails to submit a choice or choices or any new employee who misses the sign-up period for the agency/department shall schedule vacations by mutual agreement pursuant to subsection 9.J.1. or 9.J.2. (For Part-Time Employees) hereof provided that such vacation scheduled by mutual agreement shall not supersede any vacation scheduled by submission. In the administration of this subsection 9.J.3., the Agency/Department Head shall post seniority lists; lists of the number of employees by classification

allowed to be on vacation at one (1) time or for any period; and blank calendars or other means which shall make it possible for employees to submit their three (3) choices and to determine which employees have applied for which vacation periods.

- 9.K. PERSONAL LEAVE.** Employees shall be allowed two (2) days in any calendar year from their regular vacation allowance of personal leave. The Agency/Department Head shall not deny a request for this leave except for reasons critical to the operation of their agency/department. Such personal leave shall be in segments of one (1) hour or more wherever feasible.
- 9.L. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation such employee would have been entitled to receive, including premium pay, if in active status during such vacation period.
- 9.M. VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner (upon submission of an affidavit as defined in Appendix B (Domestic Partner Defined)) per each event of maternity, paternity, and/or adoption.
- 9.N. CONTINUATION OF SECTION.** This Section 9. (Vacation Leave) shall remain in full force and effect notwithstanding the expiration of the other sections of this MOU on February 1, 2025, as provided in Section 33. (Term of Memorandum), and unless otherwise agreed to by the County, shall be incorporated into the successor MOU.
- 9.O. EMPLOYEE ENTRY INTO A BARGAINING UNITS COVERED BY THIS MOU.**
1. Employees who enter a bargaining unit covered by this MOU and who are hired prior to January 5, 2014 and are not subject to a maximum vacation accrual shall have one (1) full calendar year to reduce their vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the “maximum allowable vacation balance” is already applicable. After one (1) full calendar year, the vacation leave balance of any employee which exceeds the maximum balance allowable will be paid in cash. Agency/Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce their accrued vacation leave balances below the maximum accrual level.
 2. Employees hired on or after January 5, 2014 and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in subsection 9.A.2. above shall be subject to provisions outlined in subsection 9.A.2. above. Notwithstanding the above, upon entry into a bargaining unit covered by this MOU, for those that have a vacation balance in excess of two (2) times the accrual rate, they shall have their vacation balance paid in cash and subject to the maximum balance as provided in subsection 9.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into a bargaining unit to allow time for the employee to reduce their balance below the cap. The vacation leave balance of any employee which is in excess of the maximum balance allowable will be paid in cash to the maximum balance in subsection 9.A.2. (For Employees Hired On Or After January 5, 2014). Agency/Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances below the maximum accrual level.

9.P. VACATION PURCHASE PLAN.

1. Effective Calendar Year 2015, and for any purchased vacation balance used on or after January 1, 2015, employees purchasing vacation are responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employees will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours for step increases, or towards the completion of the probationary period or retirement service credit. Employees will not be eligible to receive holiday pay if they use Vacation Buy hours the day before and/or the day after a holiday; holiday pay will be pro-rated based on the number of paid time hours less the number of Vacation Buy hours used during that pay period.
2. Effective Calendar Year 2015 and every year thereafter, only those full-time employees who have completed less than 104 full-time biweekly pay periods (four (4) years) of continuous employment and are accruing vacation at the two (2) weeks per year rate may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.
 - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.
 - b. To be eligible to purchase vacation for the upcoming plan year, an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
 - c. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
 - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
 - e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must

repay the County. Any failure to repay the County upon termination will result in collection proceedings.

- f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future pay warrants to cover the cost of the purchased vacation.
 - g. In the event that participating employees move between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.
 - h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 1. The County shall cease deduction and no additional days will be allowed for purchase.
 2. The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
 3. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.
 4. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 9.P.2.h.(3) above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the first (1st) pay period of the following year.
 5. If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
 - i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
3. The County retains the right to eliminate vacation purchase upon appropriate notice to the Union, and after meeting and conferring if requested, during the term of this MOU.

9.Q. VACATION SELLBACK. Full-time employees represented by the Union may sell up to five (5) days (prorated for part-time employees) to be used solely for the purchase of Disability Insurance.

Employees may receive equivalent cash payment for up to five (5) vacation days per fiscal year and employees accruing at least twenty (20) days of vacation may receive equivalent cash payment for up to ten (10) days per fiscal year. This benefit shall be prorated for part-time employees based on the proportion of the normal 40-hour workweek for which employees are regularly scheduled to work. Vacation sellback under this subsection 9.Q. is in addition to the amount of sellback that can be used to purchase Disability Insurance under Section 28. (Disability Insurance Policies). Requests for vacation sellback are irrevocable.

SECTION 10. SICK LEAVE.

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

10.A. SICK LEAVE DEFINED. As used in this Section, "Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders their incapable of performing their work or duties for the County; (ii) exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.

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

10.C. SELF-INFLICTED INJURY EXCLUDED. In no case shall absence due to purposefully self-inflicted incapacity or injury be deemed as a basis for granting either sick leave or sick leave with pay under the provisions of this Section.

10.D. CUMULATIVE SICK LEAVE PLAN.**1. Accumulation of Sick Leave.**

a. For those employed on a full-time basis – 40-hour work week. Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (0.50) workday for each full biweekly pay period on paid status up to a maximum accumulation of one hundred fifty-five (155) days of unused sick leave with pay entitlement.

b. For part-time employees – 40-hour work week base: Each employee who is regularly scheduled to work less than the full-time 40-hour work week base shall accrue sick leave pursuant to subsection 10.D.1.a. above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40-hour work week base up to a maximum accumulation of one hundred fifty-five (155) days of unused sick leave with pay entitlement.

10.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 10.D. (Cumulative Sick Leave Plan), restored to them for use as provided in this Section.

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

County employees who are members of the Alameda County Employees' Retirement System and who retire shall be credited for fifty percent (50%) of their unused paid sick

leave accumulated as of the date of their retirement, up to a maximum credit of sixty-two and one-half (62.5) days.

- 10.G. MEDICAL REPORT.** The Agency/Department Head, as a condition of granting sick leave with pay, may require medical evidence of sickness or in the form of a statement from an employee's physician acceptable to the agency/department when the employee is absent for more than three (3) consecutive working days or when the Agency/Department Head determines within his/her discretion that there are indications of excessive use of sick leave or sick leave abuse.

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

10.H. FAMILY SICK LEAVE.

Effective January 1, 2008, employees are eligible to use, in any calendar year, nine (9) days of sick leave to attend to family members who are ill or injured, including emergency or routine medical/dental appointments. For the purpose of this subsection, "immediate family" means, mother, step-mother, father, step-father, husband, wife, domestic partner or, child of domestic partner (upon submission of a written affidavit for domestic partner as defined in Appendix B (Domestic Partner Defined) or a notarized Declaration of Domestic Partnership, Form DP-1, filed with the California Secretary of State), son, step-son, daughter, step-daughter, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and grandparents.

Effective July 1, 2015, employees, as defined in subsection 10.B., are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault, or stalking. For the purpose of this subsection "immediate family" means parent (biological, adoptive, foster-parent, step-parent, grand-parent, or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partner Defined) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child), a spouse, (husband, wife, domestic partner (upon submission of written affidavit for domestic partnership as defined in Appendix B (Domestic Partner Defined) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.

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

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

1. Amount and Duration of Payment.

- a. **Full-time employees:** Such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between eighty percent (80%) of their normal salary and the amount any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one (1) calendar year from the date of sickness or injury resulting in the incapacity. Following one (1) calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of eighty percent (80%) of salary (the amount of leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office) unless the employee provides written notice to the Agency/Department Head to limit the integration of such leaves. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one hundred percent (100%) of his/her normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 10.D. (Cumulative Sick Leave Plan) hereof, for the first three (3) work days of such incapacity.

Effective for injuries that occur on or after January 1, 2010, such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of their normal salary and the amount any Worker's Compensation temporary disability payments to which such employee is entitled during such disability. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the incapacity. Following two hundred seventy (270) days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than seventy-five percent (75%) of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one hundred percent (100%) of their normal salary for the first three (3) calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 10.D. (Cumulative Sick Leave Plan) hereof, for the first three (3) work days of such incapacity.

- b. **Part-time Employees:** Subsection 10.I.1. (Amount and Duration of Payment) above applies to part-time employees but shall be on a prorated basis.
- 2. **When Payments Shall Be Denied.** Payments shall not be made pursuant to subsection 10.I.1. (Amount and Duration of Payment) to an employee:
 - a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
 - b. Whose injury or illness has become permanent and stationary,
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in their usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation,
 - d. Who is retired on permanent disability and/or disability retirement pension,
 - e. Who unreasonably refuses to accept modified or other County employment for which he/she is not substantially disabled,
 - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense,
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and
 - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
 - i. Who does not participate cooperatively in the County's Disability Management Return-to-Work Program.
- 3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving Worker's Compensation temporary disability benefits and supplementing such payments with accrued paid leaves or industrial sick leave wage continuation shall maintain and accrue all benefits to which they are entitled under this MOU at one hundred percent (100%) of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
- 4. This benefit shall be administered in accordance with State Worker's Compensation laws.
- 5. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Sick Leave with pay under the following conditions:
 - a. Treatments are being authorized under Workers' Compensation;

- b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
- c. The leave applies only to the actual treatment time and reasonable travel time.

Such leave shall be granted for up to six (6) months following the date of the injury or the return-to-work date whichever is later but, shall not be granted once an employee has been declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

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

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

SECTION 11. WAGES.

11.A. WAGE.

1. Effective February 5, 2023:

- a. Salaries to be effective February 5, 2023 and noted in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002), shall be determined pursuant to subsections 11.B. (Survey Formula) and 11.C. (Survey Jurisdictions) and will be based on surveyed rates in effect on July 1, 2022 and reflected on the July 26, 2022 mutually agreed salary survey.
- b. **Key Classifications of Laborer (JC #9105) and Survey Technician II (JC #2145).** Salaries to be effective February 5, 2023 for all employees in the key classifications of Laborer (JC #9105) and Survey Technician II (JC #2145) and those classifications grouped by said two (2) key classifications as noted in Appendix A-3 (Key Classifications and Classifications Grouped by Key Classifications) shall increase by three- and one-half percent (3.5%).

- 2. Effective February 4, 2024:** Salaries to be effective February 4, 2024 and noted in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002) shall be increased by three- and one-half percent (3.5%).

- 3. Future Annual Salary Increases:** After the salary increases in subsections 11.A.1. (effective February 5, 2023) and 11.A.2. (effective February 4, 2024), the annual salary increases thereafter shall be determined in accordance with subsections 11.B. (Survey Formula) and 11.C. (Survey Jurisdictions) based on surveyed rates in effect on January 1, 2025 and each January thereafter, and such increases shall be a minimum of two percent (2%) and a maximum of six percent (6%) for classifications

noted in Appendix A-3 (Key Classifications and Classifications Grouped by Key Classifications).

4. Effective September 16, 2001, the salary for the Street Sweeper Operator and the Tree Trimmer Climber wages will be established at five percent (5%) above the Heavy Truck Driver.
5. Effective September 16, 2001, the Yard Worker wages will be established at five percent (5%) above the Laborer.

11.B. SURVEY FORMULA.

1. **Key Classifications (Except Stationary Engineer):** The basic formula for calculating increases under this MOU for all key classifications (except Stationary Engineer) shall be 62.5% public data, which will include employer paid employee share of retirement, weighted average gathered by the Human Resource Services Department from jurisdictions normally used by that department; and 37.5% straight-time journey rate (per previous selection method), trade and craft agreement covering the County.
2. **Stationary Engineer:** The formula for calculating increases for the key classification of Stationary Engineer is to be based upon a weighted average public component, which will include employer paid employee share of retirement, comprising 62.5% of the rate, and trade and crafts rates comprising 37.5% of the rate. The weighted average public component comprising 62.5% of the rate is to be made up of 31.25% public Stationary Engineer data, 15.625% public Plumber data, and 15.625% public Electrician data. The trade and craft rate comprising 37.5% of the Stationary Engineer rate is to be derived from 18.75% Stationary Engineer, nine and three-eighths percent (9.375%) Plumber, and nine and three-eighths percent (9.375%) Electrician straight-time journey rates as set forth in the trade and craft agreement covering the County.

11.C. SURVEY JURISDICTIONS.

1. The public jurisdictions which are surveyed to determine wage rates pursuant to subsections 11.A. (Wage) and 11.B. (Survey Formula) of the MOU are as follows:
 - 1) Contra Costa County
 - 2) Marin County
 - 3) Santa Clara County
 - 4) City and County of San Francisco
 - 5) San Mateo County
 - 6) City of Berkeley
 - 7) City of Oakland
 - 8) Port of Oakland
 - 9) City of San Jose
 - 10) East Bay Municipal Utility District
 - 11) Oakland Public Schools
 - 12) University of California at Berkeley
 - 13) State of California
2. The following key classifications shall be used when surveying the jurisdictions for the salary survey: Heavy Truck Driver for Truck Driver classification and Survey Technician II for Survey Technician classification; and use Range A salary for the State of California surveyed classifications. And, for the State of California, use

CalTrans Highway Maintenance Worker (job code 6287) as the surveyed match for the classification of Laborer.

3. Effective January 1, 2025, the survey methodology shall be amended as follows:
 - a. Use the Heavy Truck Driver as the key classification for the Truck Driver classification;
 - b. Use the Survey Technician II as the key classification for Survey Technician classification;
 - c. Use Range A salary for the State of California ("State") surveyed classifications, except for Survey Technician II key classification, use Range C salary for the State;
 - d. Use CalTrans Highway Maintenance Worker (job code 6287) State classification as the surveyed match for the Laborer key classification; and
 - e. Use the State Bay Area region (District 4) full-time equivalent position count for all survey matches.

Effective January 1, 2025, subsection 11.C.2. shall no longer apply.

- 11.D. **EXCLUSION.** The job classifications, unique to the Alameda County Flood Control and Water Conservation District, Zone 7 listed in Appendix A-2 (Classifications Listing for Representation Unit 062) are excluded from the provisions of this Section 11. (Wages).

SECTION 12. PREMIUM CONDITIONS.

- 12.A. **SPLIT SHIFT.** Any employee required to work a split shift shall be paid at a rate of five percent (5%) over and above their regular biweekly or hourly rate of pay for the entire shift so worked. For purposes of this subsection, "split shift" is defined as any daily tour of duty divided into two (2) or more work periods of time and taking more than nine and one-half (9.5) consecutive hours to complete, except as provided in subsection 12.B. (Night Shift) below.
- 12.B. **NIGHT SHIFT.** Employees who are required to work at least five-eighths (0.625) of their normal daily tour of duty after 4:30 p.m. and before 8:00 a.m., shall be paid at a rate of five percent (5%) over and above their regular biweekly or hourly rate of pay for the entire shift so worked.
- 12.C. **STANDBY DUTY.** Unless otherwise provided in the Salary Ordinance, employees who are required to perform standby duty shall be compensated at the rate of one (1) hour for each eight (8) hours on such duty.
- 12.D. **CALL-BACK.** An employee called back to work from either standby duty or non-standby status shall be compensated at the premium overtime rate for such work provided, however, that the minimum compensation shall be two (2) hours at the overtime rate.
- 12.E. **REPORTING PAY.** In the event that a regular full-time employee is scheduled or directed to report for work and so reports and is told by the County that their services are not required, they will be entitled to two (2) hours pay at the straight-time rate. If such employee is sent

home through no fault of their own before completion of a shift, such employee will be entitled to a minimum four (4) hours of pay at the straight-time rate, or straight-time pay for hours actually worked, whichever is greater.

12.F. TEMPORARY ASSIGNMENT TO A HIGHER LEVEL VACANCY.

1. Effective June 22, 1980, an employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave shall be compensated at the pay rate for the higher level position if the service in such position exceeds ten (10) days in any 12-month period, which payment shall be retroactive to the first day of such services; provided, however, that the full range of duties of the higher level position has been specifically assigned in writing by the Agency/Department Head.
2. Assignment for out-of-class pay can only be made for the full shift of the higher-level position.
3. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
 - a. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
 - b. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) workdays at the employee's regular non-out-of-class rate.

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

12.H. WORKING CALLS OUTSIDE OF WORK HOURS. An employee who receives work-related telephone calls from department representatives outside of the employee's regularly scheduled working hours, other than calls for work availability in a callback situation, shall be compensated as follows:

- Six (6) to 18 minutes shall be compensated for thirty (30) minutes;
- Nineteen (19) to forty-two (42) minutes shall be compensated for one (1) hour;
- Forty-three (43) to sixty (60) minutes shall be compensated for one (1) hour and fifteen (15) minutes;
- Sixty-one (61) to one hundred twenty (120) minutes shall be compensated for two (2) hours or actual time worked, whichever is greater.

SECTION 13. NOTICE OF LAYOFFS.

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

SECTION 14. HEALTH AND WELFARE.

14.A. MEDICAL PLANS. The County offers Health Maintenance Organization (“HMO”) medical plan options and a Preferred Provider Organization (“PPO”) medical plan. Alternative plan options listed in subsection 14.A.3 (Duplicative Coverage) apply to employees who receive alternative coverage through the County. Employees who are regularly scheduled to work at least 50% of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

The County and covered employees share the cost of medical premiums as provided in subsection 14.A.1 (Payment of Premiums) below.

1. PAYMENT OF PREMIUMS.

- a. Plan Year 2022:** Effective Plan Year 2022, the County and covered employees will share in the cost of medical premiums. The County will pay eighty-eight percent (88%) of the total semi-monthly premium of an HMO plan or eighty-eight percent (88%) of the total monthly premium of the lowest cost HMO plan towards the total monthly premium of a PPO/Indemnity medical plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) in a Plan Year. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.
- b. Plan Year 2025:** Effective Plan Year 2025, the County will pay eighty-five percent (85%) of the total semi-monthly premium for coverage of an HMO plan or eighty-five percent (85%) of the total monthly premium of the lowest cost HMO plan towards the total monthly premium of a PPO/Indemnity medical plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) in a Plan Year. The balance of the semi-monthly medical premium will be paid by the employee through payroll deduction.

2. PRORATION. The County medical contribution shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours as referenced in subsection 9.P. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly premium for the benefit.

3. DUPLICATIVE COVERAGE. This subsection applies to married County employees and domestic partnerships (as defined in Appendix B – Domestic Partner Defined) and employees in parent-young adult dependent (“YAD”) relationships where the YAD

employees is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or have duplicate coverage 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 (1) choice from the following list of Medical Plan options, if available during the Open Enrollment period:

- a. Up to one (1) full family PPO/Indemnity plan.
- b. Up to one (1) full family HMO plan. (County HMO plan or Operating Engineers HMO plan).
- c. Up to one (1) full family HMO plan (County HMO plan or Operating Engineers HMO plan) with up to one (1) full family PPO/Indemnity plan (County PPO plan or Operating Engineers PPO plan).
- d. Up to one (1) full family Operating Engineers Health and Welfare Trust.
- e. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

4. **EFFECT OF LEAVE WITHOUT PAY AND RE-ENROLLMENT.** Employees on leave without pay (including vacation purchase hours referenced in subsection 9.P. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 14.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current plan medical premiums or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of medical plan coverage during Open Enrollment.

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

Those employees who allowed their medical plan coverage to lapse for a duration greater than three (3) months will be allowed to re-enroll within 30 calendar days of the date they return to work in the same manner as is allowed for new hires. Such

employees will be subject to new deductibles, maximums and waiting periods that are applicable to the plan year in which they reinstate.

5. **SPECIAL ENROLLMENT DUE TO CHANGE IN STATUS.** To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
 6. **OPEN ENROLLMENT:** Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
- 14.B. DENTAL PLANS.** The County offers a Dental Health Maintenance Organization ("DHMO") dental plan, a Preferred Provider Organization ("PPO") dental plan, and a PPO Supplemental dental plan. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.
1. **PAYMENT OF PREMIUMS.** For coverage through the term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours as referenced in subsection 9.P. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time bi-weekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.
 - a. Plan Year 2022: Effective Plan Year 2022, the maximum annual dental coverage limit will be increased to one thousand nine hundred dollars (\$1,900).
 2. **DUPLICATIVE COVERAGE.** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B – Domestic Partners), and employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under the age of twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan. Married County employees or employees in domestic partnerships, who are both employed by the County, shall be entitled to elect one (1) choice from the following list of dental plan coverages, if available during the annual Open Enrollment period:
 - a. Up to one (1) full family PPO dental plan with up to one (1) PPO Supplemental dental plan;
 - b. Up to one (1) full family PPO dental plan with up to one (1) full family DHMO plan;
 - c. Up to one (1) full family PPO dental plan; or
 - d. Up to one (1) full family DHMO plan.

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

- 3. EFFECT OF LEAVE WITHOUT PAY AND RE-ENROLLMENT.** Employees on leave without pay (including vacation purchase hours as referenced in subsection 9.P. (Vacation Purchase Plan)) during a pay period that the semi-monthly dental premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Employees may elect to continue uninterrupted dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current plan's dental premiums or enroll in and pay one hundred percent (100%) of the premiums of a lower level of dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage during Open Enrollment.

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

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

- 4. SPECIAL ENROLLMENT DUE TO CHANGE IN STATUS.** To make changes to employee benefit elections outside of the annual open enrollment period for a County sponsored dental plan, employees must notify EBC within 30 calendar days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner), involving a change in status as defined by Internal Revenue Code Section 125.
- 5. OPEN ENROLLMENT.** Eligible employees may choose from the dental plans offered by the County and make benefit election changes during the County's annual Open Enrollment period.
- 14.C. CHANGES IN MEDICAL AND DENTAL COVERAGE – SUBJECT TO AVAILABILITY.** The foregoing medical and dental options as listed above shall be available to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefit changes. Within seven (7) days of receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation.

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

The parties agree that the MOU subsections 14.A. (Medical Plans) and/or 14.B. (Dental Plans) shall be reopened on notice to the Union to discuss possible changes in the medical and dental plan design. Within seven (7) days of receiving such notice the Union may request to meet with the County.

14.D. SHARE THE SAVINGS. Employees who are eligible for medical benefits as defined in subsection 14.A. (Medical Plans) and have alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to subsection 14.D.2. (Proration).

1. Tiers and Monthly Stipend.

a. The County’s Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$100.00
Employees who decline Family coverage and elect Single coverage.	\$75.00
Employees who decline Family coverage and elect 2-Party coverage.	\$50.00
Employees who decline 2-Party coverage and elect Single coverage.	\$50.00

b. **Plan Year 2025:** Effective Plan Year 2025, the County’s Share the Saving tiers and monthly stipend amounts for each eligible employee are as follows:

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

2. **Proration.** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 9.P. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.

3. **Effects of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 9.P. (Vacation Purchase Plan) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 14.D.2. (Proration).

- 14.E. CAFETERIA BENEFIT PLAN.** Employees shall be eligible to participate in the County's Cafeteria Benefit Plan and shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 14.F. (County Allowance) below) in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first thirty (30) days of becoming eligible, the County Allowance will be allocated towards the eligible plans as follows, if elected:

- Medical
- Vision
- Supplemental Employee Group Life Insurance
- Accidental Death and Dismemberment Insurance

The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account ("Health Care FSA"). In addition, the employee may allocate pre-tax salary contributions towards eligible Health Care, Dependent Care, and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 14.F.4. (Unallocated and/or Unused Funds).

- 14.F. COUNTY ALLOWANCE.** To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 14.E. (Cafeteria Benefit Plan) above), the County provides eligible employees with a County Allowance each calendar year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 14.F.2. (Proration)).

1. Annual Allowance.

- a. The annual County Allowance amount shall be one thousand two hundred dollars (\$1,200).
- b. **Plan Year 2025:** Effective Plan Year 2025, the annual County Allowance amount shall be one thousand three hundred dollars (\$1,300).

- 2. Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount stipulated in subsection 14.F.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 14.F.1. (Annual Allowance)

minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

3. **Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, employees may not make any changes to their County Allowance allocation or Flexible Spending Accounts during the plan year.
4. **Unallocated and/or Unused Funds.** Failure by employees to allocate their County Allowance to the eligible benefits noted in subsection 14.E. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

Any remaining unspent funds in any of the Flexible Spending Accounts (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds.

SECTION 15. VISION PLAN AND SAFETY PRESCRIPTION GLASSES.

15.A. VOLUNTARY VISION PLAN. Employees shall be eligible to participate in Alameda County's Voluntary Vision Plan. The premium cost shall be paid by the employee.

15.B. SAFETY PRESCRIPTION GLASSES. Employees shall be eligible for the reimbursement of safety prescription glasses, subject to the following criteria: The employee is eligible for reimbursement after six (6) months of continuous employment working at least 50% time or more each pay period. Beginning January 1, 2020 and each two (2) year (24 month) period thereafter, employees shall be eligible for reimbursement for the cost of one (1) pair of safety prescription glasses specifically prescribed for the employee only, up to a maximum reimbursement of two hundred dollars (\$200) or the cost of the safety prescription glasses, whichever is less.

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

SECTION 16. BOOT ALLOWANCE.

All classifications in Representation Unit 002, listed in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002), shall be required to wear puncture resistant (PR), high-topped, hard leather work boots while in performance of their duties. In addition, certain classifications are required to wear work boots which conform to additional safety requirements as specified by the County for their classification.

The County shall reimburse employees in the classifications in Representation Unit 002, listed in Appendix A-1 (Classifications and Salary Listing for Representation Unit 002), for up to two-hundred seventy-five dollars (\$275) of one (1) pair of work boots, resoling one (1) pair of work boots, insoles, laces and/or protective boot gaiters per calendar year. Effective January 1, 2023, employees shall be reimbursed up to three hundred twenty-five dollars (\$325) per calendar year. Eligible employees must request reimbursement within the calendar year that the work boots,

resoling of the work boots, insoles, laces, and/or protective boot gaiters are purchased, no later than April 15 of the immediately following year.

In order to be reimbursed, employees submitting a reimbursement claim for work boots, resoling one (1) pair of work boots, insoles, laces, and/or boot protective gaiters must provide documentation indicating that said items purchased conform to the criteria required by the County for their classification in accordance with the Auditor’s reimbursement policy. Reimbursement will also be based on verification of assignment and submittal of proof of purchase.

SECTION 17. UNIFORM ALLOWANCE AND MAINTENANCE.

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

Job Code	Classification Title
*9420	Auto Mechanic
*9405	Auto Service Worker
9232	Automatic Guided Vehicle Technician
9660	Boiler Room Operator
*9616	Bridge Tender
*9615	Bridge and Utility Worker
9665	Building Equipment Maintenance Worker
9125	Building Maintenance Laborer
9140	Building Maintenance Worker I
9141	Building Maintenance Worker II
*9220	Carpenter
*9360	Crane Operator
*9515	Crew Leader
9230	Electrician
9235	Electrician-Lineworker
9686	Energy Management Technician
*9465	Heavy Equipment Mechanic
*9455	Heavy Equipment Mechanic Helper
*9460	Heavy Equipment Oiler-Greaser
*9355	Heavy Equipment Operator
*9325	Heavy Truck Driver
*9105	Laborer
*9475	Lead Heavy Equipment Mechanic Helper
9222	Locksmith
*9107	Maintenance Aide I
*9108	Maintenance Aide II
*9152	Maintenance & Construction Worker
*9240	Painter
9403	Parking Enforcement Technician

Job Code	Classification Title
*9260	Plumber
*9576	Public Works Traffic Painter
9670	Stationary Engineer, GSA
*9671	Stationary Engineer, PWA
*9630	Street Light Technician
*9317	Street Sweeper Operator
*9402	Transportation Services Attendant
*9575	Traffic Painter
*9110	Traffic Sign Worker
*9627	Traffic Signal Technician
*9550	Tree Trimmer Climber
9320	Truck Driver
*9106	Vegetation Technician
*9410	Yardworker

*Employee(s) in said classifications have the option to select overalls in lieu of uniform shirts and pants.

In addition, employees in the classifications listed above as part of Section 17. (Uniform Allowance and Maintenance), and Survey Technician I/II/III, who are required to work outdoors as a condition of employment, will be provided with one (1) rain resistant winter jacket every three (3) years. Additionally, said jacket will be replaced as needed if damaged in the course of their duties with the approval of the Agency/Department Head.

The Parties agree that any discussions relative to this Section 17. (Uniform Allowance and Maintenance) shall be accomplished in the labor management committee meetings.

SECTION 18. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES.

18.A. MILEAGE RATES PAYABLE. Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.

18.B. MINIMUM ALLOWANCE. An employee who is required by their Agency/Department Head to use their private automobile at least eight (8) days in any month on County business shall not receive less than ten dollars (\$10) in that month for the use of his/her automobile.

18.C. PREMIUM ALLOWANCE. An employee who is required by their Agency/Department Head to use their private automobile at least ten (10) days in any month, and in connection with such use, is also regularly required to carry in their private automobile, County records, manuals and supplies necessary to their job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional twelve dollars (\$12) per month for any such month.

18.D. REIMBURSEMENT FOR PROPERTY DAMAGE. In the event that an employee, required or authorized by their Agency/Department Head to use a private automobile on County

business, while so using the private automobile, should incur property damage to the employee's private automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding two hundred fifty dollars (\$250), provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage, or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage, or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this Section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above. If the employee can prove that their actual costs for the losses due to such accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus two hundred fifty dollars (\$250), the County shall reimburse the employee for the employee's actual losses due to the accident or theft.

SECTION 19. TWO WEEKS' NOTICE UPON TERMINATION.

In the event of the termination of an employee subject to this MOU for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or their designated agent shall give to such employee a written notice of termination no less than ten (10) working days prior to the effective date of said termination. In the event, however, that such employee is not on the job on the date they would be entitled to such notice, it shall be mailed to him/her on such date. Time spent on the job during such ten (10) day notice period by a probationary employee shall not be counted toward completion of the probationary period. The County agrees to furnish a copy of any such notice to the Union if the employee so requests in writing, but failure to receive such notice shall not invalidate such termination.

SECTION 20. SAFETY.

20.A. GOALS AND FUNCTIONS. Chapter 2.108 of the County Administrative Code relating to the County's Central Safety Committee is hereby incorporated into this MOU by reference. Such Chapter establishes the goals and functions hereunder.

20.B. CENTRAL SAFETY COMMITTEE. Pursuant to Section 2.108.020 of said Chapter, the County agrees to appoint one (1) member to the Central Safety Committee as may hereafter be designated by the Union.

20.C. DEPARTMENTAL OR OFFICE SAFETY COMMITTEES. The Union shall have the right to participate in any and all existing departmental or office safety committees or in any other formal or informal arrangement relating to safety as may currently be in effect. The Union shall further have the right to initiate a safety committee or other formal or informal arrangement relating to safety as may be appropriate to the work situation in any department or office where such committees or other arrangements do not currently exist.

It is the specific intent of this subsection that all committees or other such formal or informal organizational arrangements relating to safety as may hereafter be established shall be by mutual agreement of the parties; that such organizational arrangements shall be bilateral in nature; and that at least one (1) representative of the County and one (1) representative of the Union shall be formally designated to meet as necessary on safety matters.

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

SECTION 21. DISABILITY INSURANCE BENEFITS.

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

21.B. PAYMENT OF SDI PREMIUMS. SDI premiums for full time and part time employees shall be shared equally by the employee and the County.

21.C. EMPLOYEE OPTIONS. There are two (2) options available to an employee who is otherwise eligible for disability insurance benefits, which are as follows:

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

21.D. AMOUNT OF SUPPLEMENT. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including those premium conditions limited to subsections 12.A. (Split Shift), 12.B. (Night Shift), and 12.D. (Call-Back), and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (80) for employees in classifications who work eighty (80) hours per pay period.

The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, CTO, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth (0.10) of an hour), represented by the amount paid as such supplement.

21.E. HOW A SUPPLEMENT TO SDI IS TREATED. Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid

sick leave, vacation leave, CTO, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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

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

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

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

SECTION 22. LIFE INSURANCE.

- 22.A. BASIC LIFE INSURANCE.** Except for employees who are regularly scheduled to work less than half the normal work week for the job classification, basic group life insurance coverage of fifteen thousand dollars (\$15,000) will be provided to each employee who meets the enrollment requirements.

- 22.B. SUPPLEMENTAL LIFE INSURANCE.** Effective June 1, 2014, voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees in increments of ten thousand dollars (\$10,000), not to exceed the lesser of three hundred thousand dollars (\$300,000) or three (3) times annual base salary.

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

SECTION 23. CATASTROPHIC SICK LEAVE.

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

23.A. ELIGIBILITY:

1. The tenured recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A medical verification including diagnosis and prognosis must be provided by the recipient employee.
4. A recipient employee is eligible to receive one hundred eighty (180) working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours and are irrevocable. The maximum that may be donated in a calendar year is two (2) donor employee's days per recipient except that a husband and a wife and domestic partner (as defined in Appendix B (Domestic Partner Defined)) both employed by the County may donate unlimited amounts of time between one another.
6. The donor employee may donate vacation, CTO or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted. In addition, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
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 donation shall be at the County's sole discretion and shall be final and non-grievable.

SECTION 24. AGENCY/DEPARTMENT HEAD.

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

SECTION 25. GRIEVANCE PROCEDURE.

25.A. DEFINITION. A grievance is defined as an allegation by an employee or group of employees that the County has failed to provide a condition of employment, which is established by the annual salary ordinance, by written departmental rules, or by this MOU as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the Agency/Department Head or the County, and provided, further, that the

condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Sections 3504 and 3505.

25.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.

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

1. **Step One:** An aggrieved employee and/or their steward shall first discuss the grievance with the employee's 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 grievance shall be reduced to writing and shall be presented to their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head.
3. **Step Three:** The section head, or corresponding administrative level, shall have seven (7) working days after receipt of the written appeal in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. **Step Four:** The division head, or corresponding administrative level, shall have seven (7) working days after receipt of written appeal in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
5. **Step Five:** The Agency/Department Head shall have fifteen (15) working days after holding the grievance hearing for a grievance filed by an individual and twenty (20) working days after holding the grievance hearing of a Union grievance filed pursuant to subsection 25.D. (Union Grievance), in which to answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the Agency/ Department Head, a hearing is required at this step, and the employee, and their representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

25.D. UNION GRIEVANCE. The Union may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by the Board of Supervisors in Chapter 3.04 (Employer-Employee Relations) of the County Administrative Code or by this MOU, as adopted by Ordinance, provided that such right is not made subject to the discretion of the Agency/Department Head or the County. Such Union grievances

shall be filed with the Agency/ Department Head and heard and determined pursuant to the provisions of the fifth (5th) step of the grievance procedure.

- 25.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.
- 25.F. JOINT CONFERENCE BOARD/BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 5 of subsection 25.C. (Departmental Review and Adjustment of Grievances) herein, the grievant or his/her representative may, within fifteen (15) days after receipt of the decision of the Agency/Department Head made pursuant to said subsection 25.C. (Departmental Review and Adjustment of Grievances), request that the grievance be heard by a Joint Conference Board, composed of two (2) members selected by the Director of Human Resource Services of the County and two (2) selected by the responsible managing agent of the Union, who shall hear the matter and resolve same by majority vote. In such event, the decision of the Joint Conference Board shall be final and binding on the parties. The Joint Conference Board shall have no power to amend this MOU, a resolution of the Board of Supervisors, the County Charter, ordinance, State law, or written departmental rule, or to recommend such an amendment. In the event the Joint Conference Board deadlocks, the Director of Human Resource Services of the County or the responsible managing agent of the Union may request that the dispute be arbitrated.
- 25.G. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the Joint Conference Board and prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or their designee shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services or their designee shall have twenty-five (25) working days in which to review and seek adjustment of the grievance. In the event that the grievance is not resolved at the Informal Review by the Director of Human Resource Services or their designee, the grievant or the grievant's representative may, within twenty-five (25) working days after receipt of the decision, request that the grievance be heard by an arbitrator.
- 25.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or their designee and the employee or their representative. If the Director of Human Resource Services or their designee and the employee or their representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services or their designee and the employee or their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 25.I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this MOU, a Resolution of the Board of Supervisors, the County Charter, Ordinance, State Law, or written agency/departmental rule, nor to recommend such an amendment. The arbitrator shall also have no power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the County Charter, Salary Ordinance, or any State Law or Regulation unlawful or unenforceable.

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

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

25.L. LIMITATION OF STALE GRIEVANCES. A grievance shall be void unless presented within 60 calendar days from the date upon which the County has allegedly failed to provide a condition of employment or a union organizational right. In no event shall any grievance include a claim for money relief for more than a 60-day period. This 60-day filing requirement is tolled only in the following applications:

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

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

25.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 25.L. (Limitation of Stale Grievances) 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 subsections 25.L.1. and 25.L.2. above.

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

25.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For the purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that the agents of any other employee organization as defined in Section 3.04.020 (Definitions) of the County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. The Union shall be notified of all grievances filed pursuant to subsection 25.C. (Departmental Review and Adjustment of Grievances). For the purposes of the orderly administration of the grievance procedure, the Union shall designate in writing to the Director of Human Resource Services its responsible managing agent for the purposes of the administration of the MOU and the processing of grievances hereunder. In those cases in

which an employee elects to represent themselves or arrange for other representation, the Union shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

25.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee, may file and pursue a grievance at the Agency/Department Head level and may also pursue such grievance through the remaining level of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsections 25.K. (Effect of Failure of Timely Action) and 25.L. (Limitation of Stale Grievances) hereof, that the grievance is filed no later than 30 calendar days from date of issuance of the warrant complained or, that the issue would otherwise be grievable under this Section; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 26. EDUCATIONAL STIPENDS.

Upon the approval of the Agency/Department Head of any plan submitted by an employee to engage in job-related educational courses and/or job-related certifications which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities, the County shall pay five hundred dollars (\$500) per employee per fiscal year. Effective July 1, 2020, the County shall increase this amount from five hundred dollars (\$500) to seven hundred dollars (\$700) per employee per fiscal year. The maximum County liability under this Section shall not exceed six thousand dollars (\$6,000) in any fiscal year. Effective July 1, 2020, the County shall increase the maximum liability under this Section from six thousand dollars (\$6,000) to fourteen thousand dollars (\$14,000) in any fiscal year. The County agrees to carry over from fiscal year to fiscal year any unexpended funds from this provision, not to exceed a maximum of seven hundred seventy-four dollars (\$774). Employee shall receive such stipends on a first-come, first-served basis each fiscal year.

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

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

SECTION 27. TOOL ALLOWANCE.

The County shall reimburse employees in the following classifications for the actual cost of pre-approved department authorized tools up to a maximum of five hundred fifty dollars (\$550) per calendar year:

Job Code	Classification
9420	Auto Mechanic
9470	Blacksmith-Welder
9455	Heavy Equipment Mechanic Helper
9465	Heavy Equipment Mechanic
9475	Lead Heavy Equipment Mechanic

Effective January 1, 2023, the tool allowance will be a maximum total of six hundred fifty dollars (\$650).

The Public Works Agency will maintain all hand tools one and one-fourth inches (1.25”) and above. In order to be reimbursed, employees must submit Auditor’s Boot /Tool Reimbursement Claim form 110-55 and must provide supporting documentation indicating that the tools purchased have been pre-approved as required by the County. Reimbursement will also be based on verification of assignment and submittal of original receipt.

SECTION 28. DISABILITY INSURANCE POLICIES.

County sponsored disability insurance policies will be made available. **Coverage can be purchased either through the use of vacation sellback (up to five (5) days) or through payroll deduction.** These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 29. NOTIFICATION OF VACANCIES.

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

SECTION 30. EFFECT OF LEGALLY MANDATED CHANGES.

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

SECTION 31. NO STRIKE -- NO LOCKOUT.

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

SECTION 32. SAVINGS CLAUSE.

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

SECTION 33. TERM OF MEMORANDUM.

This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full force and effect to and including February 1, 2025.

SECTION 34. ENACTMENT.

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

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

SECTION 35. SCOPE OF AGREEMENT.

Except as otherwise specifically provided herein, this MOU 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 MOU demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this MOU by mutual agreement.

SIGNATURE PAGE

FOR THE COUNTY

DocuSigned by:
 5/22/2023
749231D4E59B14B2
 Chuck Fleisher, IEDA

 5/22/2023
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 Margarita Zamora, Labor Relations Manager

 5/22/2023
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 Rebecca Chen, Labor Relations Analyst

 5/22/2023
9C48E4EA656472
 Gil Dong, Labor Relations Analyst

 5/22/2023
B83B121E0042422
 Bismarck Blanco, Departmental Human Resources Officer


 5/22/2023
678C30CA636640B
 Aracelia Separza, Chief Departmental Human Resources Officer

 5/22/2023
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 Shelisa Jackson, Human Resources Manager, Zone 7

FOR THE UNION

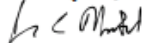
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 Eddie Alvarez, Public Sector Representative, Local 342

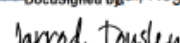
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 Marg Beauchamp, Public Sector Business Agent, OE 3

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 Carlos, Public Sector Business Agent, OE 3

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 Benjamin Arribal, Negotiating Team, OE 3

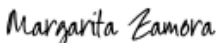
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 Chris Guajardo, Negotiating Team, Local 342

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 Jason MacDougal, Negotiating Team, Local 342

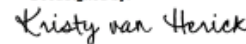
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 Jarrod Towsley, Negotiating Team, OE 3

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 Dane Wilkins, Negotiating Team, Local 342

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 Jason Yee, Negotiating Team, OE 3

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 5/22/2023
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 Margarita Zamora, Acting Director, Human Resource Services

Approved as to Form
Donna Zeigler, County Counsel

By:  5/22/2023
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 Kristy van Herick
 Assistant County Counsel

**APPENDIX A-1
CLASSIFICATIONS AND SALARY LISTING FOR REPRESENTATION UNIT 002
(October 2, 2022 through February 1, 2025)**

JOB CODE	MC	CLASSIFICATION TITLE					FLSA Status
		Effct Date	STEP 01	STEP 02	STEP 03	STEP 04	
9415	NM	Auto Body and Fender Worker					N
		10/03/2021				3527.20	
		02/05/2023				3847.20	
		02/04/2024				3981.60	
9420	NM	Auto Mechanic					N
		10/03/2021				3527.20	
		02/05/2023				3847.20	
		02/04/2024				3981.60	
9405	NM	Auto Service Worker					N
		10/03/2021	2310.40	2416.00	2536.00	2645.60	2772.00
		02/05/2023	2520.00	2635.20	2766.40	2885.60	3024.00
		02/04/2024	2608.00	2727.20	2863.20	2986.40	3129.60
9407	NM	Auto Service Worker Supervisor					N
		10/03/2021	2513.60	2625.60	2745.60	2878.40	3000.80
		02/05/2023	2741.60	2864.00	2995.20	3140.00	3273.60
		02/04/2024	2837.60	2964.00	3100.00	3249.60	3388.00
9232	NM	Automatic Guided Vehicle Tech					N
		10/03/2021			3383.20	3562.40	
		02/05/2023			3756.00	3954.40	
		02/04/2024			3887.20	4092.80	
9207	NM	Bindery Worker					N
		10/03/2021				2167.50	
9206	NM	Bindery Worker Trainee					N
		10/03/2021				1572.00	
9470	NM	Blacksmith-Welder					N
		10/03/2021				4026.40	
		02/05/2023				4392.00	
		02/04/2024				4545.60	
9660	NM	Boiler Room Operator					N
		10/03/2021			3172.80	3338.40	3509.60
		02/05/2023			3359.20	3534.40	3716.00
		02/04/2024			3476.80	3658.40	3846.40
9617	NM	Bridge Mechanic					N
		10/03/2021				4214.40	
		02/05/2023				4461.60	
		02/04/2024				4617.60	
9616	NM	Bridge Tender					N
		10/03/2021				2900.80	
		02/05/2023				3071.20	
		02/04/2024				3178.40	
9615	NM	Bridge Utility Worker					N
		10/03/2021		3245.60	3408.80	3580.00	3755.20
		02/05/2023		3436.00	3608.80	3790.40	3976.00
		02/04/2024		3556.00	3735.20	3923.20	4115.20

9664	NM	Building Equip Maint Wkr (APP)						N
		10/03/2021	2032.00	2373.60	2540.00	2883.20	3223.20	
		02/05/2023	2151.20	2512.80	2688.80	3052.80	3412.80	
		02/04/2024	2226.40	2600.80	2783.20	3160.00	3532.00	
9665	NM	Building Equip Maint Worker						N
		10/03/2021				3388.00	3570.40	
		02/05/2023				3587.20	3780.00	
		02/04/2024				3712.80	3912.00	
9125	NM	Building Maintenance Laborer						N
		10/03/2021					2752.00	
		02/05/2023					2880.80	
		02/04/2024					2981.60	
9140	NM	Building Maintenance Worker I						N
		10/03/2021				2975.20	3133.60	
		02/05/2023				3114.40	3280.80	
		02/04/2024				3223.20	3396.00	
9141	NM	Building Maintenance Worker II						N
		10/03/2021					3624.00	
		02/05/2023					3793.60	
		02/04/2024					3926.40	
9220	NM	Carpenter						N
		10/03/2021					3888.00	
		02/05/2023					4070.40	
		02/04/2024					4212.80	
9218	NM	Carpenter Assistant						N
		10/03/2021				3096.00	3246.40	
		02/05/2023				3241.60	3398.40	
		02/04/2024				3355.20	3517.60	
9360	NM	Crane Operator						N
		10/03/2021					4200.00	
		02/05/2023					4394.40	
		02/04/2024					4548.00	
9515	NM	Crew Leader						N
		10/03/2021					3688.80	
		02/05/2023					3859.20	
		02/04/2024					3994.40	
9230	NM	Electrician						N
		10/03/2021					4357.60	
		02/05/2023					4837.60	
		02/04/2024					5007.20	
9235	NM	Electrician - Lineworker						N
		10/03/2021					4357.60	
		02/05/2023					4837.60	
		02/04/2024					5007.20	
9686	NM	Energy Management Technician						N
		10/03/2021					4357.60	
		02/05/2023					4837.60	
		02/04/2024					5007.20	
9355	NM	Heavy Equipment Operator						N
		10/03/2021					4000.00	
		02/05/2023					4185.60	
		02/04/2024					4332.00	

9465	NM	Heavy Equipmt Mechanic						N
		10/03/2021				4026.40		
		02/05/2023				4392.00		
		02/04/2024				4545.60		
9455	NM	Heavy Equipmt Mechanic Helper						N
		10/03/2021				3380.00		
		02/05/2023				3687.20		
		02/04/2024				3816.00		
9460	NM	Heavy Equipmt Oiler-Greaser						N
		10/03/2021				3380.00		
		02/05/2023				3687.20		
		02/04/2024				3816.00		
9325	NM	Heavy Truck Driver						N
		10/03/2021				3424.00		
		02/05/2023				3582.40		
		02/04/2024				3708.00		
9105	NM	Laborer						N
		10/03/2021			2535.20	2644.80	2737.60	
		02/05/2023			2624.00	2737.60	2833.60	
		02/04/2024			2716.00	2833.60	2932.80	
2148	NM	Land Surveyor						N
		10/03/2021			4480.80	4740.80	4967.20	
		02/05/2023			4637.60	4906.40	5140.80	
		02/04/2024			4800.00	5078.40	5320.80	
9475	NM	Lead Heavy Equipment Mechanic						N
		10/03/2021				4219.20		
		02/05/2023				4602.40		
		02/04/2024				4763.20		
9222	NM	Locksmith						N
		10/03/2021				3888.00		
		02/05/2023				4070.40		
		02/04/2024				4212.80		
9152	NM	Maintenance & Const Worker						N
		10/03/2021				2826.40	2962.40	
		02/05/2023				2925.60	3066.40	
		02/04/2024				3028.00	3173.60	
9107	NM	Maintenance Aide I						N
		10/03/2021				1669.60	1730.40	
		02/05/2023				1728.00	1791.20	
		02/04/2024				1788.80	1853.60	
9108	NM	Maintenance Aide II						N
		10/03/2021	1841.60	1908.00	1992.00	2070.40	2152.00	
		02/05/2023	1906.40	1974.40	2061.60	2143.20	2227.20	
		02/04/2024	1972.80	2043.20	2133.60	2218.40	2304.80	
1858	NM	Offset Equip Operator,Trainee						N
		10/03/2021				1572.00		
1860	NM	Offset Equipment Operator						N
		10/03/2021				2167.50		
9240	NM	Painter						N
		10/03/2021				3515.20		
		02/05/2023				3701.60		
		02/04/2024				3831.20		

9403	NM	Parking Enforcement Tech						N
		06/26/2022		2219.20	2308.80	2417.60	2515.20	
		02/05/2023		2296.80	2389.60	2502.40	2603.20	
		02/04/2024		2376.80	2473.60	2589.60	2694.40	
9666	NM	Plant Mechanic						N
		10/03/2021				3563.20	3734.40	
		02/05/2023				3772.00	3953.60	
		02/04/2024				3904.00	4092.00	
9260	NM	Plumber						N
		10/03/2021					4520.00	
		02/05/2023					4866.40	
		02/04/2024					5036.80	
1853	NM	Pre-Press Technician						N
		10/03/2021					2167.50	
1096	NM	Program Worker, BTC Rep						N
		10/03/2021	1644.80				3536.00	
		02/05/2023	1702.40				3660.00	
		02/04/2024	1761.60				3788.00	
9576	NM	Public Works Traffic Painter						N
		10/03/2021					3111.20	
		02/05/2023					3220.00	
		02/04/2024					3332.80	
9210	NM	Senior Bindery Worker						N
		10/03/2021					2451.75	
1862	NM	Senior Offset Equip Operator						N
		10/03/2021					2298.00	
9670	NM	Stationary Engineer, GSA						N
		10/03/2021					4214.40	
		02/05/2023					4461.60	
		02/04/2024					4617.60	
9671	NM	Stationary Engineer, PWA						N
		10/03/2021					4214.40	
		02/05/2023					4461.60	
		02/04/2024					4617.60	
9630	NM	Street Light Technician						N
		10/03/2021					3424.00	
		02/05/2023					3582.40	
		02/04/2024					3708.00	
9317	NM	Street Sweeper Operator						N
		10/03/2021					3595.20	
		02/05/2023					3761.60	
		02/04/2024					3893.60	
2140	NM	Survey Technician I						N
		10/03/2021			2912.00	3067.20	3213.60	
		02/05/2023			3013.60	3174.40	3326.40	
		02/04/2024			3119.20	3285.60	3443.20	
2145	NM	Survey Technician II						N
		10/03/2021			3244.00	3429.60	3603.20	
		02/05/2023			3357.60	3549.60	3729.60	
		02/04/2024			3475.20	3673.60	3860.00	

2147	NM	Survey Technician III						N
		10/03/2021			4190.40	4428.80	4641.60	
		02/05/2023			4336.80	4584.00	4804.00	
		02/04/2024			4488.80	4744.80	4972.00	
9575	NM	Traffic Painter						N
		10/03/2021					2962.40	
		02/05/2023					3066.40	
		02/04/2024					3173.60	
9110	NM	Traffic Sign Worker						N
		10/03/2021					2929.60	
		02/05/2023					3032.00	
		02/04/2024					3138.40	
9629	NM	Traffic Signal Tech, Trainee						N
		10/03/2021				3887.20	4088.00	
		02/05/2023				4115.20	4328.00	
		02/04/2024				4259.20	4479.20	
9627	NM	Traffic Signal Technician						N
		10/03/2021					4292.80	
		02/05/2023					4544.80	
		02/04/2024					4704.00	
9402	NM	Transportation Svcs Attendant						N
		10/03/2021	1856.80	1936.80	2023.20	2118.40	2207.20	
		02/05/2023	1921.60	2004.80	2094.40	2192.80	2284.80	
		02/04/2024	1988.80	2075.20	2168.00	2269.60	2364.80	
9550	NM	Tree Trimmer-Climber						N
		10/03/2021					3595.20	
		02/05/2023					3761.60	
		02/04/2024					3893.60	
9320	NM	Truck Driver						N
		10/03/2021					2954.40	
		02/05/2023					3091.20	
		02/04/2024					3199.20	
9106	NM	Vegetation Technician						N
		10/03/2021				2879.20	3019.20	
		02/05/2023				2980.00	3124.80	
		02/04/2024				3084.00	3234.40	
9410	NM	Yardworker						N
		10/03/2021					2878.40	
		02/05/2023					2979.20	
		02/04/2024					3083.20	

**APPENDIX A-2
CLASSIFICATION LISTING FOR REPRESENTATION UNIT 062
FLOOD CONTROL AND WATER CONSERVATION DISTRICT ZONE 7**

Alameda County Flood Control and Water Conservation District Zone 7 job classes represented by the Union are covered by this MOU except for Section 11. (Wages) which are set in a separate MOU between the Board of Directors of Zone 7 and the Union.

Hours	Job Code	Classification
40.0	4934	Safety Technician I, Zone 7
40.0	4935	Safety Technician II, Zone 7
40.0	4941	Instrument Technician I, Zone 7
40.0	4955	Maintenance Coordinator, Zone 7
40.0	4983	Construction Maintenance Laborer, Zone 7
40.0	4985	Transportation and Supply Coordinator, Zone 7
40.0	4986	Plant Maintenance Laborer, Zone 7
40.0	4987	Emergency and Safety Technician, Zone 7
40.0	4988	Plant Mechanic, Zone 7
40.0	4994	Instrument Technician II, Zone 7
40.0	4995	Lead Plant Mechanic, Zone 7
40.0	4996	Electrician, Zone 7

APPENDIX A-3
KEY CLASSIFICATIONS AND CLASSIFICATIONS GROUPED BY KEY CLASSIFICATIONS

Job Code	Job Title	Job Family	Union Code
9420	Auto Mechanic	K557	002
9405	Auto Service Worker	557	002
9407	Auto Service Worker Supervisor	557	002
9415	Auto Body and Fender Worker	557	002
9455	Heavy Equipment Mechanic Helper	557	002
9460	Heavy Equipment Oiler-Greaser	557	002
9465	Heavy Equipment Mechanic	557	002
9470	Blacksmith-Welder	557	002
9475	Lead Heavy Equipment Mechanic	557	002
9220	Carpenter	K571	002
9125	Building Maintenance Laborer	571	002
9140	Building Maintenance Worker I	571	002
9141	Building Maintenance Worker II	571	002
9218	Carpenter Assistant	571	002
9222	Locksmith	571	002
9230	Electrician	K684	002
9230 P	Electrician P	684	002
9232	Automatic Guided Vehicle Tech	684	002
9235	Electrician - Lineworker	684	002
9686	Energy Management Technician	684	002
9325	Heavy Truck Driver	K753	002
9317	Street Sweeper Operator	753	002
9320	Truck Driver	753	002
9355	Heavy Equipment Operator	753	002
9360	Crane Operator	753	002
9515	Crew Leader	753	002
9550	Tree Trimmer-Climber	753	002
9630	Street Light Technician	753	002
9105	Laborer	K796	002
1096	Program Worker, BTC Rep	796	002
9106	Vegetation Technician	796	002
9107	Maintenance Aide I	796	002
9108	Maintenance Aide II	796	002
9110	Traffic Sign Worker	796	002
9152	Maintenance & Construction Worker	796	002
9402	Transportation Services Attendant	796	002
9403	Parking Enforcement Technician	796	002
9410	Yardworker	796	002
9575	Traffic Painter	796	002
9576	Public Works Traffic Painter	796	002

Job Code	Job Title	Job Family	Union Code
1860	Offset Equipment Operator	K857	002
1853	Pre-Press Technician	857	002
1858	Offset Equip Operator, Trainee	857	002
1862	Senior Offset Equip Operator	857	002
9206	Bindery Worker Trainee	857	002
9207	Bindery Worker	857	002
9210	Senior Bindery Worker	857	002
9240	Painter	K859	002
9260	Plumber	K867	002
9670	Stationary Engineer, GSA	K907	002
9615	Bridge Utility Worker	907	002
9616	Bridge Tender	907	002
9617	Bridge Mechanic	907	002
9627	Traffic Signal Technician	907	002
9629	Traffic Signal Technician, Trainee	907	002
9660	Boiler Room Operator	907	002
9664	Building Equipment Maintenance Worker (APP)	907	002
9665	Building Equipment Maintenance Worker	907	002
9666	Plant Mechanic	907	002
9671	Stationary Engineer, PWA	907	002
2140	Survey Technician I	924	002
2145	Survey Technician II	K924	002
2147	Survey Technician III	924	002
2148	Land Surveyor	924	002

NOTE: The parties agreed that no salary survey was completed for the Offset Equipment Operator (JC #1860) key classification for the October 2, 2022 through February 1, 2025 MOU.

**APPENDIX B
DOMESTIC PARTNER DEFINED**

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

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

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

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with the County or State of California as described herein.

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

**APPENDIX C
EMPLOYMENT DISCRIMINATION
COMPLAINT PROCEDURES**

Chapter 3.48

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.
2. **Appeal from Decision of Department Head.** The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. **Review County Affirmative Action Officer.** The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling or settlement efforts.
4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. **Exclusion of Frivolous or Vague Appeals and Appeal Therefrom.** In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence

adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

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

3.48.080 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)

SIDELETTERS OF AGREEMENT

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SLA 09/14/21 Union Access to New Employee Orientation (AB 119) - 67 -
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SLA 02/03/14 Flexible Spending Account (FSA) - 70 -
SLA 01/15/99 Release Time to Attend Retirement Planning Sessions..... - 71 -

**SLA 02/03/23
Survey Technician II (Job Code #2145) Key Classification**

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

SURVEY TECHNICIAN II (JOB CODE #2145) KEY CLASSIFICATION

The County of Alameda (“County”) and the Building and Construction Trades Council, collectively herein “Parties”, agree that no later than October 1, 2024, the Parties shall meet to review the comparable classification of Survey Technician II (Job Code (“JC”) #2145) for the State of California (“State”) for wage determination in accordance with subsection 11.A.3. (Future Annual Salary Increases).

The Parties agree that they will meet in good faith during this review and will work collaboratively to review and identify the State classification that most closely matches the level and scope of responsibilities, duties, knowledge/skills/abilities, and requirements of the Survey Technician II (JC #2145) key classification.

If an agreement is reached, it will be used for future annual salary increases in accordance with subsection 11.A.3. (Future Annual Salary Increases). If no agreement is reached, then the comparable State classification of Transportation Engineering Technician (JC #3175) and Range C salary rate shall remain as the match for the Survey Technician II key classification (JC #2145).

SLA 09/14/21
Union Access to New Employee Orientation (AB 119)

SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
BUILDING AND CONSTRUCTION TRADES COUNCIL
UNION ACCESS TO NEW EMPLOYEE ORIENTATION (AB 119)

The parties to this Sideletter of Agreement (“Agreement”) are the County of Alameda (“County”) and the Building and Constructions Trades Council (“BTC”). This Sideletter is the result of discussions between the parties to implement the California Assembly Bill (AB) 119, Government Code Sections 3555-3559 (union access to new employee orientation).

Currently, the Alameda County Human Resource Services (“HRS”) Employee Benefits Center (“EBC”) coordinates a countywide New Employee Orientation (“NEO”) for all new employees hired into the County. The EBC NEO is regularly scheduled on the Friday of the first week of a pay period, from 9:00 a.m. to 1:00 p.m.

To satisfy the requirements set forth in Government Code Sections 3555-3559, the County and BTC agree on the following:

1. **Designated Representative:** The County shall recognize the designated business representatives (one [1] representative for OE3 and Local 342 as the point of contact for NEO related matters. BTC is responsible for updating the County, in writing, of any changes to the designated point of contact.
2. **EBC NEO Schedule:** The County shall provide BTC’s designated representatives with a list of the EBC’s scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. The EBC shall notify BTC’s designated representatives, as soon as possible, of any changes to the scheduled dates.
3. **NEO Notification and Employee Information:** Via email, the EBC will provide the BTC designated representatives a list of new employees who occupy classifications represented by BTC and scheduled to attend the upcoming NEO. The EBC will also provide BTC with a list of employees who have promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. Under exigent circumstances, EBC may provide a shorter notice, in which case the EBC will provide the information as soon as possible prior to the new employee NEO meeting date.

The NEO notification shall include the employee’s name; classification; department; work location; work, home and personal cell phone numbers; home address; work and personal email address on file with the County. If the County does not have the personal email address on file, this information shall not be provided.

4. **Presentation Time:** The County shall permit BTC to meet separately with newly hired employees represented by their bargaining unit and make a presentation of up to thirty (30) minutes from 8:15

– 8:45 a.m. The EBC will provide a space for the BTC representative to meet with the employees during this timeframe. Under no circumstances shall the BTC presentation exceed thirty (30) minutes from the EBC designated start time. If, for any reason, BTC will not present at a scheduled NEO, the designated representative shall notify the EBC as soon as possible, but no later than ten (10) working days prior to the scheduled NEO session.

- 5. **Enrollment Forms:** As the custodian of records for BTC Membership, BTC is responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. The County shall forward directly to BTC any forms submitted to the County by an employee. BTC shall provide the County with a certified list of employees who authorized dues payroll deductions to BTC.
- 6. **Quarterly Bargaining Unit Member List:** On a quarterly basis, the County shall provide to BTC a list, in sortable electronic format, of all existing bargaining unit members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The list shall include the following information to the extent it is in the County’s possession:

- 1) Name
- 2) Employee
- 3) Identification Number
- 4) Classification
- 5) Job Code
- 6) Union Code Description
- 7) Work Address
- 8) Work phone number
- 9) Home Address
- 10) Home Telephone number
- 11) Personal Email Address
- 12) Personal Cell Phone Number

If the County does not have the home and personal phone numbers and/or the personal email address on file, this information shall not be provided.

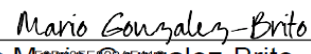
Presentation Release Time: BTC Business Representatives shall conduct the NEO presentations covered under this agreement. In the event a BTC Shop Steward is designated to conduct the NEO presentation in lieu of the designated BTC Business Representative, only one (1) BTC Shop Steward will be granted release time to present at each NEO. Release time shall be granted in accordance with subsection 4.E.4. (Duties and Responsibilities of Stewards) of the BTC Memorandum of Understanding (“MOU”) and shall not exceed the existing eight (8) hours per pay period allowed for Shop Steward Duties and Responsibilities. The parties agree to amend Section 4. (Union Bulletin Board, Meetings and Access to Employees), to allow BTC Shop Stewards to be granted release time, including reasonable time for travel to present at NEO.


For the County


DocuSigned by:

 _____ 9/14/2021
 Date
 Gregory Ramirez, IEDA

For BTC

DocuSigned by:

 _____ 9/14/2021
 Date
 Mario Gonzalez-Brito
 OE3 Business Representative

DocuSigned by:

 _____ 9/14/2021
 Date
 Margarita Zamora
 Labor Relations Manager

DocuSigned by:

 _____ 9/14/2021
 Date
 Eddie Alvarez, Local 342
 Public Sector Representative

**SLA 02/04/14
Dependent Care Contribution**

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

Tentative Agreement

DEPENDENT CARE CONTRIBUTION

Sideletter of Agreement

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

For the County:

For the Union:

Ellen Burkheim
Mary Williams
Debra St. Petty
Alicia Sepulveda

Mary Jo Morrison, BTC
17 January '08
A. Brantley

Date: Feb 4, 2014

**SLA 02/03/14
Flexible Spending Account (FSA)**

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

Tentative Agreement

FLEXIBLE SPENDING ACCOUNT (FSA)

Sideletter of Agreement

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

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

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

For the County:

For the Union:

Alison O'Neil
Mary Williams
Debra C. Fittly
Alicia Caputo

Mary J. Morrison, BTC
12 January 05 '13
Obroy B

Date: Feb 3, 2014

**SLA 01/15/99
Release Time to Attend Retirement Planning Sessions**

**SIDELETTER OF AGREEMENT
BETWEEN
BUILDING AND CONSTRUCTION TRADES COUNCIL
LOCAL 342
AND THE
COUNTY OF ALAMEDA**

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

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

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

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

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

FOR THE COUNTY:

FOR LOCAL 342:

George Y. Harvey
Paul Dahl

Paul Millman

DATE: *January 15, 1999*

MINUTE ORDER

**ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER**

The following action was taken by the Alameda County Board of Supervisors on 06/13/2023

Approved as Recommended **Other**

Read titles, waived the reading of the Ordinances in their entirety and continued to Tuesday, 6/27/23 for second reading

Unanimous **Tam:** **Haubert:** **Miley:** **Márquez:** **Carson:** - **4**

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

Documents accompanying this matter:

Documents to be signed by Agency/Purchasing Agent:

File No. 30982
Item No. 23

Copies sent to:

Annie Wong

Special Notes:



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

ATTEST:
Clerk of the Board
Board of Supervisors

By: Rhonda Bailey
Deputy

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR 2022**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR 2023**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR 2024**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR 2025**

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