

**MEMORANDUM
OF
UNDERSTANDING**

**UNION OF AMERICAN PHYSICIANS
AND DENTISTS**

and the

COUNTY OF ALAMEDA



July 10, 2022 through July 5, 2025

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2022 - 2025
MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNION OF AMERICAN PHYSICIANS
AND DENTISTS, UNITS 18 AND 24
AND THE COUNTY OF ALAMEDA

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2018 - 2022
MEMORANDUM OF UNDERSTANDING
BETWEEN THE UNION OF AMERICAN PHYSICIANS
AND DENTISTS, UNITS 18 AND 24
AND THE COUNTY OF ALAMEDA

This MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into by the Director, Human Resource Services of the County of Alameda, said political subdivision hereinafter named as “County,” and the Union of American Physicians and Dentists hereinafter named as “Union,” as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment to be in effect during the period of July 10, 2022 through July 5, 2025 for those employees working in the representation units referred to and further described in Section 1 (Recognition) of this MOU.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for the following employees:

- 1.A. FULL-TIME EMPLOYEES.** All full-time employees in classifications included in Representation Unit 18 as specifically enumerated in Appendix A.
- 1.B. PART-TIME EMPLOYEES.** All part-time employees in classifications included in Representation Unit 18, as referenced above, who are regularly scheduled to work two-fifths or more time per pay period, and
- 1.C. SERVICES-AS-NEEDED EMPLOYEES.** All Services-As-Needed employees included in classifications in Representation Unit 24, as specifically enumerated in Appendix B, who are regularly scheduled to work two-fifths time or more per pay period.

SECTION 2. NO DISCRIMINATION

- 2.A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, or because of age, race, color, sex, gender identity, national origin, sexual orientation, or religion, physical/mental disabilities, medical conditions, and/or any other protected class as defined by federal and state law. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix D (Chapter 3.48 Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU, and shall be excluded from Section 18 (Grievance Procedure). The County shall have the right to modify the Uniform Complaint Procedure during the term of the MOU.
- 2.B. NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither County nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this MOU because of the exercise of rights to engage or not engage in Union activity.

- 2.C. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix D (Chapter 3.48 Employment Discrimination Complaint Procedures) during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. UNION SECURITY

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

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

- 3.C. HOLD HARMLESS.** The Union shall defend, indemnify and hold the County of Alameda, 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 forty (40) days of receipt of a claim, demand, suit or other action by the Clerk of the Board for the County of Alameda seeking defense and/or indemnification. This includes the Union's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Union shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds union dues or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. UNION BULLETIN BOARDS, MEETINGS AND ACCESS TO EMPLOYEES

- 4.A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with agency/departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- 4.B. USE OF COUNTY FACILITIES.** County facilities may be made available upon timely application for use by off-duty employees and the Union. Application for such use shall be made to the management person under whose control the facility is placed.
- 4.C. JOB CONTACTS.** Any authorized representative of the Union shall have the right to contact individual employees working within the representation unit represented by his/her organization in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Agency/Department Head who shall grant permission for such contact, if, in his/her judgment, it will not disrupt the business of the work unit involved. When contact in the work location is precluded by confidentiality of records, or of work situation, health and safety of employees or the public, or by disturbance to others, the Agency/Department Head shall make other arrangements for a contact location removed from the work area during the same work day or the following work day.
- 4.D. MEETINGS.** Meetings of a representative of a recognized employee organization and a group of employees shall not be permitted during working hours, except as provided herein or in Section 18 (Grievance Procedure). The Agency/Department Head may, upon timely application, allow meetings of a representative of a recognized employee organization and a group of employees during the lunch period in County facilities and at convenient dates. If conducting an orientation session for one (1) or more new employees in accordance with the "Union Access to New Employee Orientation" Sideletter of Agreement, the Agency/Department Head shall permit the union's designated business representative or a shop steward, in accordance with subsection 5.D., to meet with said new employee(s). No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal employee organization business, except as provided for herein and in subsection 5.D. (Shop Stewards) regarding meeting with new hires.
- 4.E. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, Union representatives shall not be permitted to attend meetings or conferences called by agency/departmental personnel to attend to matters arising out of the normal course of agency/departmental activities.

As used herein, agency/department meetings shall not include meetings between management and affected employees on matters mutually acknowledged to be submitted under Section 18. Grievance Procedure.

- 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 employee or the Union representative when accompanied by the

employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

- 4.G. DATA TO UNION.** The County shall provide the union a list of the names, employee ID number, classifications, job codes, department, work location, work telephone number(s), home address and telephone number(s), and work and personal email addresses all employees represented by this bargaining unit on file with the County. Such list shall be sent to the union four (4) times annually in accordance with the "Union Access to New Employee Orientation" Sideletter of Agreement.

SECTION 5. SHOP STEWARDS

- 5.A. 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.

- 5.B. ROLE OF STEWARD AND SUPERVISOR.** The shop steward recognizes the fact that the supervisor is the key person in the agency/department and, as such, is responsible to higher management for the quality and quantity of work. As the supervisor is the key person for management, the shop steward is the key person for the Union. They must promote and maintain good morale and friendly relations and must be willing to meet in good faith to settle grievances as they arise, exercising a positive approach. There must be mutual respect on both sides in these relations. The shop steward understands that 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 Memorandum of Understanding.

- 5.C. SELECTION OF STEWARDS.** The Union shall reserve the right to designate the method of selection of shop stewards. The Union shall notify the Agency/Department Head in writing of the names of the stewards and the units they represent. If a change in stewards is made, the Agency/Department Head shall be advised in writing of the steward being replaced and the steward named to take their place. The number of stewards shall be mutually agreed upon and a list of stewards shall be submitted to each agency/department concerned.

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

1. DUTIES AND TIME LIMITS.

- a. **SHOP STEWARDS WORKING FULL TIME.** After obtaining supervisory permission, shop stewards 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 to meet with one (1) or more new employees in accordance with the "Union Access to New Employee Orientation" Sideletter of Agreement.

- b. **SHOP STEWARDS WORKING LESS THAN FULL TIME.** After obtaining supervisory permission, shop stewards employed two-fifths time or more (but less than full-time) will be permitted to leave their normal work area during on-duty time not to exceed four (4) hours per pay period in order to assist in investigation of facts and assist in presentation of a grievance, or to meet with one (1) or more new employees in accordance with the “Union Access to New Employee Orientation” Sideletter of Agreement.

2. REQUESTING SHOP STEWARD LEAVE.

- a. To obtain permission to investigate a grievance on on-duty time, the steward shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The shop steward is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by stewards as part of the grievance process. The employee may be represented by a steward at such times as a grievance is reduced to writing.
- b. **Meeting with New Hires.** To obtain permission to meet with one (1) or more new employee(s) in accordance with the “Union Access to New Employee Orientation” Sideletter of Agreement, the designated shop steward shall notify Health Care Services Agency (“HCSA”) Human Resources (“HR”) to request the meeting. Once the meeting is coordinated, HCSA HR will notify the direct supervisor of the new employee(s) and the shop steward to confirm reasonable release time.
- c. If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of service, permission cannot be granted immediately to the shop steward in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the shop steward was denied permission.

3. TIMEKEEPING.

- a. **Shop Steward Leave.** A shop steward taking leave in accordance with subsection 5.D.2.a. and 5.D.2.b. herein shall report such time to their supervisor as payroll code “UNI” (Shop Steward Leave).
- b. **Meet and Confer.** Employees who participate in the meet and confer process shall report such time to their supervisor as payroll code “MCL” (Meet and Confer Leave).
- c. **Labor-Management Committee.** Employees who participate in a labor-management committee meeting shall, report such time to their supervisor as payroll code “LMC” (Labor-Management Committee Leave).

- 5.E. **CHANGES IN STEWARDS OR NUMBER OF STEWARDS.** If management reassigns a shop steward which will leave their present shift or work location without a steward, the Union shall have the right to appoint a replacement. Should the Union wish to change stewards during the grievance procedure, it may do so provided that only one (1) steward will be allowed time off from work upon one (1) occasion to investigate the grievance.

- 5.F. CONDUCT OF MEETINGS.** Any meeting of shop stewards and supervisors will be held in a quiet, dignified manner. Management personnel will agree to recognize and work with Union stewards in a conscientious effort to settle problems at the earliest possible step of the grievance procedure.
- 5.G. LIMITATIONS OF TIME OFF.** Stewards shall not be permitted time off from their work assignment for the purpose of conducting general Union business.

SECTION 6. WORK SCHEDULE AND CHANGE OF SHIFT

6.A. WORK SCHEDULE AND CHANGE OF SHIFT.

- 1. Full-time and Part-time Employees (Excludes Services-As-Needed Employees):** The Agency/Department Head shall prepare a schedule showing the hours each employee of the County in their agency/department is to work. Except in cases of emergency, employees shall be given ten (10) working days' notice of any change in shift schedule.
- 2. Services-As-Needed Employees:** Except in cases of emergency, the Agency/Department will make every reasonable effort to provide ten working days' advance notice of any change to shift schedules for services-as-needed employees who are regularly scheduled to work two-fifths time or more.

6.B. WORKDAY AND WORK WEEK. The following shall apply:

1. For each full-time employee who works eight (8) hours per day, the normal work week shall be forty (40) hours.
2. For each part-time employee, the workday and/or workweek will be determined by the Agency/Department Head. The workday and/or workweek will be a proration of time scheduled to work to the normal forty (40) hour workweek base for the employee's classification enumerated in Appendix A (Classification and Salary Listing).
3. For services as needed employees, the workweek is scheduled on an as-needed basis as determined by the Agency/Department Head, with the workweek base being forty (40) hours as designated for the employee's classification.
4. For part-time and Services-As-Needed employees, the "work week base," as used herein, shall mean an amount of hours in a work week which are equivalent to the full time hours listed for classifications as enumerated in Appendix A (Classification and Salary Listing).

- 6.C. 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 right to overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.

SECTION 7. OVERTIME

- 7.A. HOW OVERTIME IS AUTHORIZED.** Work for the County by an employee at times other than those scheduled pursuant to subsection 6.A. (Work Schedule and Change of Shift) 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 receive compensation for overtime in cash, in time off or a combination thereof unless such overtime work has been approved in writing by the Agency/Department Head as set forth above.
- 7.B. OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed in a work week pursuant to subsection 7.A. (How Overtime is Authorized) herein, in excess of the normal full-time workweek for the job classification. Holidays that fall on an employee's regularly scheduled day off, and any vacation leave, sick leave, holiday pay and any other paid time off used shall not count towards the accumulation of the workweek.
- 7.C. OVERTIME PAYMENT.** All overtime work shall be compensated as follows:
1. For classifications with a 40-hour workweek or a 40-hour workweek base, employees shall be compensated at the normal hourly rate for all time worked in excess of 40-hours.
 2. Employees will be compensated for overtime work either in cash or in compensatory time off at the option of the Agency/Department Head.
 3. There shall be no overtime payment unless the employee has actually worked 40-hours during said workweek.
- 7.D. HOURLY RATE DEFINED.** For employees working a 40-hour workweek, or 40-hour workweek base, the hourly rate shall be defined as the biweekly rate divided by 80.
- 7.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.

SECTION 8. LEAVES OF ABSENCE

- 8.A. LEAVE MAY NOT EXCEED SIX (6) 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 six (6) months, except as hereinafter provided.
- 8.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- 8.C. MILITARY LEAVE.** Employees shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. Employees must present to their supervisor a copy of their military orders which specify the dates and duration of such leave.

If such employees 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 leave, is limited to a maximum of 240-working hours during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of 30 eight (8) hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in Section C above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during shifts they would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
4. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

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

8.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE. An Agency/Department Head may grant employees 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.

8.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.

8.F. PAID TIME OFF FOR EDUCATIONAL PURPOSES.

1. Employees will be granted paid leave for up to 80-hours per fiscal year for Category One State-mandated training required to maintain their licenses, provided that the County may substitute on an hour-for-hour basis, accredited mandated training offered by the County on an in-service basis. Paid leave for any employee regularly scheduled to work less than the normal workweek 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 period of the job classification.
 - i. **Employees in Unit 24 (Services-As-Needed):** To be eligible for paid time off for educational purposes as outlined in subsection 8.F.1. above, services-as-needed employees must have four (4) or more years of paid County service and must have worked fifty percent (50%) or more each pay period in the preceding six (6) months.

8.G. 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.

8.H. 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.

8.I. LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.

Employees 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 agency/department shall be laid off if all authorized positions are filled.

8.J. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT. Employees 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.

8.K. LEAVE FOR JURY DUTY OR IN ANSWER TO A SUBPOENA.

1. Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court and while serving on jury duty or in answer to a subpoena as a witness. Upon receipt of the jury duty summons, the employee shall notify the supervisor of the date and time of jury duty. The Agency/Department Head may require an employee to provide a copy of the jury duty summons. Compensation for any employee regularly scheduled to work less than the normal workweek 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 with the County Treasurer. Any person assigned an afternoon or evening shift shall be entitled to equal time off as leave with pay from his/her next regularly scheduled shift for all time spent serving on jury duty, or answering a subpoena as a witness and for traveling to and from court. Any person who is regularly assigned to a schedule which includes working Saturday and Sunday, who serves on jury duty on their entire two (2) scheduled days off during the previous Monday through Friday, upon 24-hour advance notice to their supervisor shall be allowed to schedule their next regular work day as vacation or compensatory time. Any person whose jury service extends into a second workweek shall have their schedule changed to a Monday to Friday day shift schedule for the duration of jury service only.
2. The following employees shall not be entitled to paid leave under this Section:

- a. An employee who is a party in the case for which the subpoena is issued, or
 - b. Employees who are subpoenaed to appear because, or as the result of, their outside employment, including but not limited to, activities as a paid consultant or expert.
3. Employees assigned to testify as the result of a subpoena regarding matters within the course and scope of their employment shall be considered to be on County time.
 4. When employees are excused from jury duty or from answering a subpoena as a witness in time to report for at least one-half (0.5) their regularly scheduled shift, the employee shall report to duty and jury duty pay under this section shall be reduced accordingly. If employees fail to report as set forth herein, they shall be docked for the balance of the day.
 5. 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.

8.L. DISABILITY LEAVE FOR OTHER EMPLOYMENT. Anything in this Memorandum of Understanding to the contrary notwithstanding, any persons who, because of illness or injury, are 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.

8.M. PREGNANCY DISABILITY LEAVE. An employee is entitled to pregnancy disability leave of up to 17 and 1/3 weeks as determined by the employee's health care provider in accordance with California Department of Fair Employment and Housing (DFEH) Pregnancy Disability Leave (PDL). Such an employee may elect to take sick leave, accrued vacation, compensatory time off or other paid leave, to supplement their leave when eligible, during the period of pregnancy disability leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy disability leave.

Pregnancy disability leave runs concurrently with approved leave under the Family & Medical Leave Act (FMLA). Reinstatement subsequent to pregnancy disability leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has used its best effort herein, shall not be subject to the grievance procedure.

8.N. CHILD BONDING LEAVE.

1. Child Bonding Leave Under California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA): A prospective parent (birth, adoptive or foster placement) is entitled to child bonding leave of up to 12-weeks, within one (1) year of the qualifying event, in accordance with CFRA and FMLA. Child bonding leave taken under CFRA runs concurrently with

approved leave under FMLA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

2. **Child Bonding Leave Outside CFRA/FMLA:** An employee may be eligible to take up to a total of six (6) months of leave inclusive of time under DFEH PDL and Child Bonding Leave under CFRA/FMLA, however any leave additional leave taken up to the maximum six (6) months of total leave that is not covered under DFEH PDL or CFRA/FMLA is considered authorized leave without pay. If the employee is on authorized leave without pay during the additional child bonding leave outside of CFRA/FMLA, the employee's benefits will be prorated and 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 therefore, coded as leave without pay. These prorated premium costs shall be deducted from the employee's paycheck for the bi-weekly pay period in which authorized leave without pay is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, authorized leave without pay utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. An employee may elect to take accrued vacation, compensating time off or other paid leave during the period of child bonding leave referenced in subsections 8.N.1. (Child Bonding Leave Under CFRA/FMLA) and 8.N.2. (Child Bonding Leave Outside of CFRA/FMLA), except that in the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless they are otherwise eligible to use it as provided in Section 11.A. (Sick Leave Defined).
4. Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make their best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

8.O. DEATH IN IMMEDIATE FAMILY. A regularly scheduled employee may be granted up to five (5) days of leave of absence with pay by the Agency/Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four (4) week period from the date of death. For purposes of this subsection, "immediate family" means parent (mother, stepmother, father, stepfather, foster parent, mother-in-law, and father-in-law), spouse (husband, wife, domestic partner [upon submission of an affidavit as defined in Appendix C or a notarized Declaration of Domestic Partnership {Form DP-1} filed with the California Secretary of State]), child (child of a domestic partner, son, stepson, daughter, stepdaughter, foster child), sibling (brother or sister), grandparent, grandchild, mother-in-law and father-in-law, or any other person sharing the relationship of in loco parentis; and when living in the household of the employee, a brother-in-law or sister-in-law. Entitlement to leave of absence under this section 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.

8.P. LEAVE FOR PARTICIPATING IN EXAMINATION PROCESS. Upon 48-hours advance notice by the employees to their supervisor, employees shall be granted paid leave while

participating in an County of Alameda 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 of Alameda are exempted from this provision.

8.Q. LEAVE FOR PARTICIPATING IN SELECTION PROCESS. Upon 24-hours advance notice by the employees to their supervisor, employees who have received a certification for a County of Alameda 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 of Alameda are exempted from this provision.

SECTION 9. HOLIDAYS

9.A. HOLIDAYS DEFINED. Except for employees enumerated in Appendix B, (Unit 24) paid holidays shall be:

1.

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

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

- 2. **Juneteenth “Me Too” with Service Employees International Union (“SEIU”) Local 1021:** The Parties agree that if the 2022 Memorandum of Understanding negotiations between the County and SEIU Local 1021 results in the addition of the Juneteenth Holiday, UAPD will receive the same holiday effective the same date as SEIU 1021.
- 3. **Floating Holidays:** Four (4) floating holidays are to be scheduled by mutual agreement of the employee and their Agency/Department Head and taken within the fiscal year. The first four (4) full days (eight (8) hours) of vacation or compensatory time taken during each fiscal year shall be charged as floating holidays. Employees shall have the primary responsibility to schedule and take their floating holidays. Agency/Department Heads shall make a reasonable effort to accommodate floating

holiday requests. When a written request for a floating holiday is submitted, the Agency/Department Head shall respond in writing within 14-calendar days or shall schedule the floating holidays as requested by the employee.

Floating holidays will be allocated and used on a calendar year basis. Each employee 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. In the administration of the above paragraph, the provision set forth in subsection 10.I.5. (Vacation Leave Segments) shall not apply when an employee's leave request is solely for Floating Holidays.

Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work.

9.B. VALUE OF A HOLIDAY. The value of a holiday which falls during a pay period is one-tenth (1/10th) 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.

9.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS. Except as provided in subparagraph C. hereof, no employee assigned to shift work shall receive a greater or lesser number of holidays as defined in Section 9.A. (Holidays Defined) in any calendar year than employees regularly assigned to work during the normal workweek, regardless of how the holiday is compensated. The intent of this section is to compensate each employee for each holiday defined in Section 9.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.

9.D. HOLIDAYS TO BE OBSERVED ON WORKDAYS. In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans' Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning or day of thanksgiving, and approved in writing by three (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.

Notwithstanding the observance of holidays specified in Section 9.D. herein, and including the provisions of 9.C. herein, when December 25 and January 1 appear in the calendar year on a Saturday or Sunday, and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25 and the New Years Day holiday on January 1.

9.E. HOLIDAY COMPENSATION.

1. **For Full-time Employees.**

- a. Holidays not worked by full-time employees shall be compensated at straight time for no more than eight (8) hours.

- 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 workweek as set forth in Section 6.B. (Work Day and Work Week) of this Memorandum, said employee shall be compensated as provided in Section 7.B. (Overtime Work Defined) and 7.C. (Overtime Payment) 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 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 compensatory time off to replace a decrease experienced in the employee's regular biweekly salary due to a prorated holiday.

- c. Less than full-time employees shall be compensated for hours worked on holidays defined herein at the normal hourly rate.

3. **In-Lieu Day Off.** When a holiday as set forth in paragraph A hereof, other than days appointed by the President of the United States or Governor of the State of California as a nationwide or statewide public holiday, day of fast, day of mourning or day of thanksgiving, and approved in writing by three (3) or more members of the Board of Supervisors, falls on an employee's regularly scheduled day off, such employee may be given an in-lieu day off (a less than full-time employee will receive a prorated in-lieu day off) within twenty-six (26) pay periods to be scheduled by mutual agreement of the employee and the County. Should an in-lieu day off not be taken within the twenty-six (26) pay periods, the Agency/Department Head may schedule the day off or authorize compensation in cash pursuant to subsections 9.E.1.a., or Section 9.E.2.a. (Holiday Compensation). On the holiday, should an in-lieu day off not be granted, compensation shall be paid in cash pursuant to subsections 9.E.1.a. or Section 9.E.2.a. (Holiday Compensation).

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

9.G. CONFORMITY WITH STATE HOLIDAYS. In the event the Legislature shall amend Section 6700 of the Government Code to change the date of a holiday listed in paragraph A. hereof is observed, employees subject to this Memorandum of Understanding shall celebrate said holiday in conformity with the State. This paragraph shall not be applied so as to increase or decrease the number of holidays set forth in paragraph A. hereof.

9.H. EXEMPT WORK SITUATIONS. Time spent in study courses, seminars and meetings of professional groups is exempt from the provisions of this section.

9.I. HOLIDAYS FOR SAN EMPLOYEES. Employees enumerated in Appendix B (Unit 24) will be compensated at one and one-half (1.5) times their normal hourly rate when assigned to work the following holidays:

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

1. **Juneteenth “Me Too” with Service Employees International Union (“SEIU”) Local 1021:** The Parties agree that if the 2022 Memorandum of Understanding negotiations between the County and SEIU Local 1021 results in the addition of the Juneteenth Holiday, UAPD will receive the same holiday effective the same date as SEIU 1021.

SECTION 10. VACATION LEAVE

Services-As-Needed (Unit 24) employees working in classifications which are enumerated in Appendix B are excluded from the provisions of Section 10.

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 according to the following schedules, except that the 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.

- 10.A. **VACATION ACCRUAL.** Except employees enumerated in Appendix B, all employees covered by this MOU shall accrue vacation leave as follows:
 - a. **Two (2) Weeks Accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods [four (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 [four (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.

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

1. An employee who accrues vacation leave pursuant to subsection 10.A. (Vacation Accrual) and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A, for unused vacation accrued to the date of their separation provided that such entitlement shall not exceed the employee’s applicable maximum vacation balance as set forth in subsections 10.C. (Limitation on Unused Vacation Leave Balances) or 10.E. (Changeover to Maximum Allowable Vacation Balance and Use of Previously Accrued Vacation).
2. An employee who accrues vacation leave pursuant to subsection 10.A. (Vacation Accrual), and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix “A,” for unused vacation accrued to the date of their separation.

10.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.

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

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

<u>Vacation Accrual Rate</u> <u>years of service</u>	<u>Vacation Accrual Rate</u>	<u>Maximum Pay Period</u> <u>Balance</u>
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

10.D. DATE WHEN VACATION CREDIT STARTS. Vacation credit shall begin on the first day of employment.

10.E. MAXIMUM VACATION LEAVE. An employee 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. An employee, with the permission 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.

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

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

10.H. 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. **Vacation Seniority.** An employee's seniority for vacation seniority purposes begins once they enters a vacation scheduling unit within their classification. Should an employee change their scheduling unit and/or classification, the seniority accrual for vacation purposes starts over. Promotion within a flexibly staffed position for purposes of vacation seniority will not be considered a change in classification.
2. **Vacation Scheduling for Full-Time Employees.** Except as provided in subsection 10.I.3. hereof, vacation shall be scheduled by mutual agreement of the employee and the Agency/Department Head. 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 within a 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 scheduling 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 10.I.2., the Agency/Department Head shall respond within thirty (30) calendar days in writing or shall schedule the vacation requested by the employee.
3. **Vacation Scheduling for Part-Time Employees.** Any employee scheduled to work less than the full-time work week and two-fifths (2/5) 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.
4. **Alternative Scheduling Procedure.** In the event that vacation scheduling pursuant to subsection 10.I.2. or 10.I.3., hereof is impractical due to the size of the

agency/department vacation scheduling unit involved or other reasons, the following procedures shall apply:

In a month established by the Agency/Department Head, any employee may submit up to three (3) choices of preferred vacation period for the subsequent twelve (12) months. The Agency/Department Head shall approve such choices on the basis of employee seniority as set forth in subsection 2. hereof. The Agency/Department Head shall post a list of approved and scheduled vacations 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 10.I.2. or 10.I.3. hereof provided that such vacation scheduled by mutual agreement shall not supersede any vacation scheduled by submission. In the administration of this subsection, the Agency/Department Head shall post seniority lists; list 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.

5. **Vacation Leave Segments.** An employee shall be allowed to divide their vacation leave in any calendar year into five (5) segments. An Agency/Department Head, at their discretion, may grant an employee additional segments of vacation. These segments are to be in addition to any segments of vacation leave used as personal leave as defined in subsection 10.J.
- 10.I. PERSONAL LEAVE.** An employee shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave. An 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.
- 10.J. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation which such person would have been entitled to receive, including premium pay, if in active service during such vacation period.
- 10.K. CONTINUATION OF SECTION.** This Section 10 shall remain in full force and effect notwithstanding the expiration of the other sections of this Memorandum of Understanding on July 5, 2025, provided in Section 36., and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.
- 10.L. EMPLOYEE ENTRY INTO BARGAINING UNIT COVERED BY THIS MOU.** Employees who enter the bargaining unit covered by this Agreement, and who come from a County representation unit where the vacation accrual limits are not subject to provisions outlined in Section 10.A. above shall be subject to provisions outlined in Section 10.A. above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of two (2) times the accrual rate, they shall have their excess vacation balance paid in cash and subject to the maximum balance as provided in subsection 10.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into the bargaining unit to allow time for the employee to reduce their balance to levels below their maximum accrual cap. Agency/Department Heads shall make every reasonable effort to accommodate written vacation leave requests submitted by employees which state that

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

10.M. VACATION PURCHASE PLAN.

1. Full-time employees accruing vacation at the two (2) week per year rate and subject to this MOU 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.
 - c. 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.
 - d. 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.
 - e. To be eligible to purchase one (1) week of vacation for the upcoming plan year, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
 - d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
 - e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
 - f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
 - g. In the event that a participating employee moves between a forty (40) hour per week position and a thirty-seven and one half (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 eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
 - (4) For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in section h.3. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 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.
 - (6) In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. In addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, the completion of the probationary period or retirement service credit, and will not be considered as in "paid status" for purposes of determining eligibility for holiday compensation in accordance with subsection 9.F. (Eligibility for Holiday Pay).
 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 agreement.

SECTION 11. SICK LEAVE

Services-As-Needed employees working in classifications which are enumerated in Appendix B are excluded from the provisions of Section 11. except as noted in subsection 11.J. (Services-As-Needed Employees Sick Leave/Family Sick Leave) and subsection 11.K.3. (Industrial Sick Leave Supplement – Amount and Duration of Payment for Services-As-Needed Employees).

11.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 them incapable of performing their work or duties for the County; (ii) employee's exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.

11.B. EMPLOYEE DEFINED. As used in this section, “employee” means any person, except for employees in classifications enumerated in Appendix B, holding a regular, provisional, or temporary appointment in the County, and otherwise subject to the provisions of this Memorandum of Understanding.

11.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.

11.D. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave

- a. **For full-time employees – forty (40) hour workweek.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (0.5) workday for each full bi-weekly pay period on paid status up to a maximum accumulation of one hundred fifty-five (155) days.
- b. **For part-time employees – forty (40) hour workweek base.** Each employee who is regularly scheduled to work less than the full-time forty (40) hour workweek base shall accrue sick leave pursuant to Section 11.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 forty (40) hour workweek base up to a maximum accumulation of one hundred fifty-five (155) days.

11.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 Section 11.D. (Cumulative Sick Leave Plan), restored to them for use as provided in this Section.

An employee, as defined in subsection 11.B. (Employee Defined), who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24-hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

11.F. CONVERSION OF SICK LEAVE TO VACATION. When an employee’s sick leave balance accrued pursuant to subsection 11.D. (Cumulative Sick Leave) hereof reaches 155 days, five (5) days shall be deducted from said sick leave balance and shall be converted to one (1) day of vacation, subject to the vacation accrual limitations set forth in Section 10.A (Vacation Leave). Said vacation shall be added to vacation balances accumulated pursuant to Section 10. (Vacation Leave) and shall thereafter be subject to the provisions of Section 10. (Vacation Leave).

11.G. SICK LEAVE CREDIT AT RETIREMENT. 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 62.5 days.

11.H. MEDICAL REPORT. The Agency/Department Head, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the agency/department.

11.I. FAMILY SICK LEAVE. Employees, as defined in Section 11.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, 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 C (Domestic Partners) 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 a written affidavit for domestic partnership as defined in Appendix C (Domestic Partners) 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.

11.J. SERVICES-AS-NEEDED EMPLOYEES SICK LEAVE/FAMILY SICK LEAVE.

1. **SICK LEAVE DEFINED.** As used in this section, " Employee Sick Leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders them incapable of performing their work or duties for the County; (ii) their exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.
2. **ACCUMULATION OF SICK LEAVE:** Eligible employees shall receive 24 hours credited to the employee's balance in the pay-period containing January 1. Employees hired after the pay-period containing January 1 shall receive 24 hours credited to the employee's balance in the first pay-period upon employment. Any unused sick leave will be removed the pay period following December 31 of each calendar year.
3. **EMPLOYEE/FAMILY SICK LEAVE.** Beginning on the ninetieth (90th) day of employment, Services-As-Needed employees working in classifications which are enumerated in Appendix B are eligible to use, in each calendar year, three (3) days (or up to 24-hours) of accumulated sick leave to attend to the employee's illness or that of an immediate family members who are ill or injured 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 section (Family Sick Leave), "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 C (Domestic Partners) 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 a written affidavit for domestic partnership as defined in Appendix C (Domestic Partners) 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.

4. **RESTORATION OF CUMULATIVE SICK LEAVE BALANCES – SERVICES-AS-NEEDED EMPLOYEES.** Any Services-As-Needed employees working in classifications which are enumerated in Appendix B, who separates from the County and is reinstated/rehired by the County within the calendar year in which they leave, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24-hours. The employee shall be entitled to use the previously accrued and unused paid sick days as stated above.

11.K. INDUSTRIAL SICK LEAVE SUPPLEMENT. 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. **Employees Excluded.** The provisions of subsection 11.K.2.a.b. (Amount and Duration of Payment for Part-time Employees) do not apply to incumbents of positions in classes designated intermittent or by the letter N.

2. **Amount and Duration of Payment.**

- a. **Full-time Employees.** Injured employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of his/her normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed 270-days from the date of sickness or injury resulting in the disability. Following 270-days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than seventy-five percent (75%) of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted industrial sick leave wage continuation at the rate of one hundred percent (100%) of 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 any available leave balance for scheduled workdays for the first three (3) workdays of such incapacity.

- b. **Part-time Employees.** Part-time employees will receive the Industrial Sick Leave Supplement as provided in subsection 11.K.2.a. (Amount and Duration of Payment for Full-time Employees) hereof, but shall be on a prorated basis.
- c. **Services-As-Needed Employees.** Injured employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth (4th) calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between seventy-five percent (75%) of their normal salary and the amount of any Worker's Compensation temporary disability payments to which

such employee is entitled during such incapacity. This period shall not exceed 270 days from the date of sickness or injury resulting in the disability.

3. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 11.K.2. (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 his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation,
 - d. Who is retired on permanent disability and/or disability retirement pension,
 - e. Who unreasonably refuses to accept 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.
4. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at one hundred percent (100%) of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

SECTION 12. PREMIUM CONDITIONS

- 12.A. **SPLIT SHIFT.** Except as provided otherwise in paragraph B. (Night Shift), below, 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 paragraph "split shift" is defined as any daily tour of duty divided into two (2) work periods of time and taking more than nine and one-half (9.5) consecutive hours to complete. Individual employees may waive this premium payment.
- 12.B. **NIGHT SHIFT.** Employees who are required to work at least five-eighths (5/8th) 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 normal hourly rate of pay for the entire shift so worked.

12.C. BILINGUAL PAY. Upon the recommendation of the Agency/Department Head and the approval of the Director, Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional forty dollars (\$40) per pay period compensation. Effective January 13, 2019, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional fifty-five dollars (\$55) per pay period and a person occupying such a position and having proficiency in three (3) or more languages shall receive sixty dollars (\$60) per pay period, provided that such a person is required to utilize such additional languages in the course of his/her duties for the County.

“Me Too” with Service Employees International Union (“SEIU”) Local 1021: The Parties agree that if the 2022 Memorandum of Understanding negotiations between the County and SEIU Local 1021 results in an increase to the bilingual pay compensation, UAPD will receive the same bilingual pay increase effective the same date as SEIU 1021.

SECTION 13. SPECIAL PERFORMANCE PAY

13.A. FOR 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-eighth (1/8) pay for such duty.

13.B. FOR CALL-BACK. An employee called back to perform work from either standby duty or non-standby status, shall be compensated at one and one-half (1.5) times the hourly rate for such work, provided, however, that the minimum compensation shall be two (2) hours at the overtime rate. An employee called back to work because of a shift change shall be compensated at one and one-half (1.5) times the hourly rate for only the hours worked prior to the beginning of the employee’s regular shift. An employee notified of a shift change before going off duty is not eligible for call back pay.

“Me Too” with Service Employees International Union Local 1021: The Parties agree that if the 2022 Memorandum of Understanding negotiations between the County and the Service Employees International Union (“SEIU”) Local 1021 results in an increase in the minimum compensation for call-back hours, UAPD will receive the same increase in minimum call-back compensation effective the same date as SEIU 1021.

13.C. FOR TEMPORARY ASSIGNMENT TO A HIGHER-LEVEL POSITION. 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 provided that all of the following criteria are met:

1. Criteria for temporary assigned to a higher-level position is as follows:
 - a. The full range of duties of the higher-level position has been specifically assigned in writing by the Agency/Department Head.
 - b. Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this section, part-time employees can only meet the “full shift” criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.

2. Compensation for temporary assignment to a higher-level position shall be as follows:
 - a. The service in such position exceeds ten (10) days in any 12-month period, and payment shall be retroactive to the first (1st) day of such services in a 12-month period.
 - b. The rate of pay pursuant to this section shall be calculated as though the employee has been promoted to the higher-level position. Since out-of-class pay is an assignment rather than a Civil Service appointment to the position, the employee is not eligible for step increases which apply to the higher-level position but continues to receive step increases for the lower-level position, if the employee is otherwise eligible for step increases in the lower level position.
 - c. 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:
 - d. 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.
 - e. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, when an absence exceeds five (5) consecutive work days, the employee shall be paid for such absence in excess of five (5) work days at the employee's regular non-out-of-class rate.
3. Time worked in a higher-level assignment in excess of the workweek affixed to the employee's Civil Service appointed position shall be compensated pursuant to the provisions of Section 7 hereof.

13.D. REPORTING PAY. In the event that an employee is scheduled or directed to report for work and so reports and is told by the Agency/Department Head 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 of four (4) hours of pay at the straight time rate, or straight time pay for hours actually worked, whichever is greater.

SECTION 14. HEALTH AND WELFARE

14.A. MEDICAL PLANS. The County offers Health Maintenance Organization ("HMO") medical plan options and effective February 1, 2022, a Preferred Provider Organization ("PPO") or Indemnity medical plan. Alternative plan options listed in subsection 14.A.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

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

1. MEDICAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:

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

2. MEDICAL PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORKWEEK:

Payment of Premiums for Part-time Employees. Any employee who is regularly scheduled to work less than the normal workweek for the job classification but at least fifty percent (50%) of the normal full-time workweek for that classification shall be entitled to elect coverage under a County-offered HMO or PPO/Indemnity plan.

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

3. DUPLICATIVE COVERAGE: This subsection applies to married County employees or employees in domestic partnerships (as defined in Appendix C – Domestic Partners) who are employees in parent-young adult dependent ("YAD") relationships where the YAD employee is under the age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other within the same medical 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 Medical Plan coverages:

- a. Up to one (1) full family HMO plan.
- b. Up to one (1) full family PPO/Indemnity plan.

- c. Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan.
4. 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 and their child, under the age of twenty-six (26) are both employed by the County. The child employee under the age of twenty-six (26) cannot have duplicative coverage within the same plan as the parent employee. If the parent employee has the child employee on a family HMO plan the child employee cannot select individual coverage on the same HMO plan as the parent employee.
5. **EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON MEDICAL PLAN COVERAGE:** Employees who are absent on without pay (including vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan) during a pay period that the semi-monthly medical premium is paid shall have their County contribution toward their medical premium prorated as provided in subsection 14.A.2. (Medical Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Workweek). 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. 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 the premiums will result in a lapse in coverage. Employees who are on leave without pay, and who loses their medical plan coverage for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

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

6. **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 Employee Benefits Center (“EBC”) within thirty (30) calendar 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.
7. **OPEN ENROLLMENT:** Eligible employees may choose from the medical plans offered by the County and make benefit election changes during the County’s annual Open Enrollment period.

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

1. Payment of Premiums:

For coverage through the remaining term of this MOU, the County shall contribute the total monthly premium for a County offered dental plan at the applicable level of enrollment (i.e., Self, Self + 1 dependent; Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 10.N. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay-period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

2. Annual Benefits Maximum for County-offered PPO Plan.

- a. Plan Year 2020: Effective Plan Year 2020, the maximum annual dental coverage limit shall be \$1,650.00.
- b. Plan Year 2022: Effective Plan Year 2022, the maximum annual coverage limit shall be \$1,750.00.

3. Duplicative Coverage. This subsection applies to married County employees, and employees in domestic partnerships (as defined in Appendix C – Domestic Partners), and employees in young adult dependent (“YAD”) relationship where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental 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 dental plan coverages:

- a. Up to one (1) full family PPO/Indemnity dental plan together with up to one (1) full supplemental dental plan.
- b. Up to one (1) full family PPO/Indemnity dental plan together with up to one (1) full family DHMO dental plan.
- c. Up to one (1) full family DHMO dental plan.
- d. Up to one (1) full family PPO/Indemnity dental plan.

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

4. Effect of Authorized Leave Without Pay on Dental Coverage. Employees on leave without pay (including vacation purchase hours referenced in subsection 10.N.

(Vacation Purchase Plan)) during a pay period that the semi-monthly 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. 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 leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns 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 whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

5. **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 the EBC within thirty (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.
6. **Open Enrollment.** Eligible employees may choose a dental plan offered by the County and make benefits election changes during the annual Open Enrollment period.

14.C. CHANGES IN MEDICAL AND DENTAL COVERAGE. These 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 Dental Plans which do not materially impact the health benefits upon notice to the Union. Within seven (7) days of receiving such notice the Union may request to meet with the County.

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

14.D. SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 14.A. (Medical Plan) 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 Proration (subsection 14.D.2.).

- 1. Tiers and Monthly Stipend.** Effective Plan Year 2020, 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.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

- 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 10.N. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.
- 3. Effect of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 10.N. (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 Service (IRS) 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 employment of becoming eligible, the County Allowance will be allocated towards eligible plans as follows, if elected:

- Medical
- Vision
- Supplemental Employee Group Life Insurance
- Group 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 remaining County Allowance funds and/or 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).

1. **Annual Allowance:** Effective Plan Year 2020, 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 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 based upon the number of pay periods the employee is 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, an employee may not make any changes to their County Allowance allocation or Flexible Spending Accounts during the year.
4. **Unallocated and/or Unused Funds:** Failure by the employee to allocate his or her 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 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 out in the form of an 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. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- 15.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 effective January 1 of each year.
- 15.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 their automobile.
- 15.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 [twenty pounds (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.
- 15.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 automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the costs 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 five hundred dollars (\$500), provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Agency/Department Head within thirty (30) days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this 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 compensated as provided above.

SECTION 16. WAGES

- 16.A. GENERAL WAGE INCREASES.** Effective November 13, 2022, increase all salaries of classifications represented by the bargaining unit by three and one-half percent (3.5%).
- Effective November 12, 2023, increase all salaries by three and one-half percent (3.5%).
- Effective November 10, 2024, increase all salaries three and one-half percent (3.5%).
- 16.B. SPECIAL ADJUSTMENTS.** Effective November 13, 2022, increase all salaries of the Physician I/II/III classifications by 7.63%.

SECTION 17. 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 them 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 18. GRIEVANCE PROCEDURE

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

18.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.

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

1. **Step One (1):** An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two (2):** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with, and be assisted by, a representative of their own choice in this and all succeeding steps of subsection 18.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion.

Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal to the section head.

3. **Step Three (3):** The section head, or corresponding administrative level, shall have seven (7) working days 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 (4):** The division 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. Although no hearing is required at this step, the employee and their representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Agency/Department Head.
5. **Step Five (5):** An Agency/Department Head shall have twenty-five (25) working days after holding the grievance hearing for a grievance filed by an individual and twenty-five (25) working days after holding the grievance hearing of a Union grievance filed pursuant to Section 18.D. (Union Grievance), in which to answer the grievance in writing. Unless waived by 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 limits at this step may be extended by mutual agreement between the Agency/Department Head and the employee or their representative.

18.D. UNION GRIEVANCE. The Union may, in its own name, file a grievance alleging that the County has failed to provide it some organizational right which is established by the Board of Supervisors in Chapter 3.04 of the County of Alameda Administrative Code, by written Agency/Department rules, or by Sections 3, 4, 5 and 27 of this MOU as adopted by Ordinance, provided that such right is not made subject to the discretion of the agency/department. Such Union grievances shall be filed with the Agency/Department Head and heard and determined pursuant to the provisions of Step Five (5) of subsection 18.C. (Departmental Review and Adjustment of Grievances) of the grievance procedure.

18.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 or their representative. Grievances raised pursuant to Section 2.A. (No Discrimination) which allege sexual harassment by the first-line supervisor may be filed initially with the section head, grievances alleging sexual harassment by the section head may be filed initially with the division head, and grievances alleging sexual harassment by the division head may be filed initially with the Agency/Department Head.

18.F. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at Step Five (5) of subparagraph C. herein, the grievant or his/her representative may, within thirty (30) calendar days after receipt of the decision of the Agency/Department Head made pursuant to subsection 18.C. (Departmental Review and Adjustment of Grievances), request that the grievance be reviewed by the Director of Human Resource Services.

18.G. INFORMAL REVIEW BY DIRECTOR OF HUMAN RESOURCE SERVICES. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or 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 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, the grievant or their designee may, within thirty (30) days after receipt of the decision request that the grievance be heard by an arbitrator.

18.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 is 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.

18.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 Alameda County Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.

18.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 (0.5) by the County and one-half (0.5) by the grievant.

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

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

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

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

18.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 18.L. (Limitation of Stale Grievances)

above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be as follows:

The earlier of:

1. The sixty (60) day period is limited to that which immediately precedes the filing of the grievance, or,
2. The sixty (60) day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsection 18.L. (Limitation of Stale Grievances), 1 and 2 above.

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

18.N. DESIGNATION OF APPEAL LEVELS. Each Agency/Department Head shall designate in writing the positions or levels in their agency/department to which the various appeals provided in subparagraph 18.C. (Departmental Review and Adjustment of Grievances) hereof shall be made.

18.O. EXCLUSION OF NONRECOGNIZED ORGANIZATIONS. For the purposes of this section, the provisions of Section 1. of the MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda 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 Section 18.C.2. (Step Two (2)). In those cases in which the employee elects to represent himself, or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this MOU. In the event the Union shall determine that such inconsistent award has been made, the Union, on its own behalf, may file a grievance pursuant to subsection 18.D. (Union Grievance) of this section for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection 18.F. (Binding Arbitration of Grievances) hereof, the Union may elect to be a full and equal party to such proceeding. In those cases in which an employee elects to represent himself 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.

18.P. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the Agency/Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure, provided that the grievance is timely filed as provided in subsection 18.L. (Limitation of Stale Grievances) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this 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 19. DISABILITY INSURANCE BENEFITS

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

19.B. PAYMENT OF SDI PREMIUMS. SDI premiums for full-time, part-time, and Services-As-Needed employees shall be shared equally by the employee and the County.

19.C. AUTOMATIC INTEGRATION OF SDI AND PAID LEAVE BALANCES EFFECTIVE JUNE 3, 1993.

1. **DEFINITION.** For Unit 18 employees only, an employee who is eligible to receive SDI benefits shall automatically integrate accrued paid leave with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensatory time, 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 of accrued sick leave only with SDI benefits. The automatic integration of accrued sick leave and SDI benefits may not be waived by the employee or the County.

2. **AMOUNT OF SUPPLEMENT.** The amount of the supplement provided in Section D. hereof, for any hour of any normal work day, shall not exceed the difference between one hundred percent (100%) of the employee's normal gross salary rate, including premium conditions specified in Section 12 and applicable Salary Ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (80).

19.D. 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, compensatory time, 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 portion of the hours charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensatory time and/or floating holiday balances to the normal pay period.

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

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

19.F. 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, compensatory time, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 20. MALPRACTICE INSURANCE

The County will provide professional liability coverage for employees acting within the course and scope of employment with the County, in accordance with California Government Code Sections 825, 995 and related sections.

SECTION 21. LIFE INSURANCE

21.A. BASIC LIFE INSURANCE. Except for an employee who is regularly scheduled to work less than half the normal work week for the job classification, Basic Group Life insurance coverage of \$25,000 will be provided to each employee who meets the County of Alameda eligibility requirements as stated by the plan documents.

The County shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay.

21.B. SUPPLEMENTAL LIFE INSURANCE. Except for an employee who is regularly scheduled to work less than half the normal work week for the job classification, supplemental life insurance, for employees only, may be purchased on a pre-tax basis through payroll deductions by eligible employees in increments of \$10,000, not to exceed the lesser of three (3) times the annual base salary or \$500,000. Eligible employees that previously waived the insurance will be subject to evidence of insurability, when electing coverage for the first time for supplemental life insurance coverage over \$10,000. Eligible employees that are currently enrolled in this coverage will be subject to evidence of insurability for any increment increase in coverage over \$10,000 (requests of coverage increments of \$10,000 or less are not subject to evidence of insurability).

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

SECTION 22. VOLUNTARY VISION PLAN

Employees shall be eligible to participate in the Alameda County Voluntary Vision Plan. The premium cost shall be paid by the employee.

SECTION 23. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/he has suffered a catastrophic illness or injury which prevents the

employee from being able to work. Catastrophic illness or injury is defined as a critical condition considered to be terminal, a long-term major physical impairment or disability.

Eligibility:

1. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee, must submit a request to the Human Resource Services Department.
2. The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis 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 ten (10) donor employee's days per recipient except that a husband and wife or domestic partners, both employed by the County, may donate unlimited amounts of time between one another. Employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to the Agency/Department catastrophic sick leave pool.
6. The donor employee may donate vacation, compensatory time or in-lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
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.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed one hundred percent (100%) of the employee's gross salary.

SECTION 24. REIMBURSEMENT FOR CERTIFICATION REQUIRED TO SUPERVISE PHYSICIAN ASSISTANTS

The County will reimburse the cost of the California State certification fee for any employee occupying a position designated by the County as one requiring State certification to supervise Physician Assistants. To obtain reimbursement under this section, the employee must complete

appropriate reimbursement forms and provide specified documentation according to procedures established by the County Auditor-Controller.

SECTION 25. REIMBURSEMENT FOR DRUG ENFORCEMENT ADMINISTRATION REGISTRATION FEE

The County will reimburse the cost of the application fee for the Drug Enforcement Administration Registration, up to a maximum reimbursement of five hundred fifty-five dollars (\$551) for a three (3) year registration period, for any eligible employees who are required as part of their official duties to administer, dispense or prescribe controlled substances and the federal waiver is not available.

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

SECTION 26. NOTICE OF LAYOFFS

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

SECTION 27. NO STRIKE, NO LOCKOUT

27.A. The Union, its members and representatives, agree that it and they will not engage in, authorize, sanction, or support any strike, slow down, stoppage of work, curtailment of production, concerted refusal of overtime work, refusal to operate designated equipment (provided such equipment is safe and sound) or to perform customary duties; and neither the Union nor any representatives thereof shall engage in job action for the purpose of effecting changes in the directives or decisions of management of the County, nor to effect a change of personnel or operations of management or of employees not covered by this Memorandum of Understanding.

27.B. The County will not lockout employees during the term of this MOU.

SECTION 28. EFFECT OF MANDATED FRINGE BENEFITS

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

Notwithstanding any other provisions of this MOU, any issue as to whether State, Federal, or decisional law has, as set forth above, impinged upon benefits or other terms and conditions of employment set forth herein, shall be exclusively within the jurisdiction of a competent Court to

decide and that no arbitrator shall have any power or jurisdiction to make any findings of fact, conclusion of law or order in that regard.

SECTION 29. CONTINUING MEDICAL EDUCATION STIPEND

Upon the approval of the Agency/Department Head and/or their designee, of a plan submitted by an employee to engage in any Continuing Medical Education (CME) activities in which they will earn CME credits, which shall maintain or upgrade the employee's skills on the job, the County shall pay up to two thousand five hundred dollars (\$2,500) per employee, per fiscal year. Funds for travel expenses (i.e.,: hotel accommodations, car rentals, meals) and materials required for the approved activities are eligible for this stipend. More than one (1) plan may be approved in any fiscal year, but in no event shall the stipend exceed the stipends identified above per employee, per fiscal year.

Effective Fiscal Year (FY) 2023/2024, any unused funds from the prior FY shall be rolled over for use for the subsequent FY only. In addition, CME activities shall include CME courses that are required for board certification and re-certification costs and/or study courses as well as books, subscriptions and study materials that shall maintain or upgrade the employee's skills on the job.

Effective July 1, 2024, the CME stipend shall be increased to up to two thousand seven-hundred and fifty dollars (\$2,750) per employee, per fiscal year.

Eligible employees may submit a request for an education plan, on the appropriate request form provided by the Auditor-Controller's Office, for reimbursement under the Continuing Medical Education Stipend, to the respective Agency/Department Head. Requests submitted within the fiscal year will be allotted towards the maximum amount per employee, for that fiscal year. Claims for eligible expenses incurred in the prior fiscal year must be submitted to the Auditor's Office for receipt no later than August 1st. After August 1st of each fiscal year, the Continuing Medical Education Stipend for the prior fiscal year will be closed and claims will no longer be accepted.

SECTION 30. 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 31. VACATION SELLBACK

31.A. Full-time and part-time employees in Unit 18 may sell up to five (5) vacation days (prorated for part-time employees) to be used for the purchase of County-sponsored Disability Insurance Plans.

31.B. Vacation Sellback. Employees may receive equivalent cash payment for up to five (5) vacation days per fiscal year. 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 forty (40) hour workweek for which the employee is regularly scheduled to work. In lieu of, or in

addition to the foregoing, an employee may have accrued vacation leave credited against his/her transition pay obligation to the County. Vacation sellback under this section is in addition to the amount of sellback that can be used to purchase County-sponsored Disability Insurance Plans under Section 31.A. Requests for vacation sellback are irrevocable.

Employees accruing at least twenty-five (25) days of vacation may receive equivalent cash payment for up to fifteen (15) days per fiscal year, for the term of the 2022-2025 Memorandum of Understanding.

- 31.C.** Services-As-Needed employees working in classifications which are enumerated in Appendix B are excluded from the provisions of Sections 31.A. and 31.B.

SECTION 32. AGENCY/DEPARTMENT HEAD

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

SECTION 33. SAVINGS CLAUSE

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

SECTION 34. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including July 5, 2025, except for Section 10. Vacation Leave which shall continue in full effect as provided in subsection 10.L.

SECTION 35. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director, Human Resource Services Department and the Union for the Board's consideration and approval. Upon approval, the Board shall adopt an Ordinance to approve the Memorandum of Understanding in its entirety. Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent County Ordinances and Resolutions.

SECTION 36. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including July 5, 2025.

APPENDIX A
SALARIES
(UAPD July 10, 2022-July 5, 2025)

Listed herein are all those Alameda County job classifications represented by the Union of American Physicians and Dentists in Representation Unit 018. These wages are established by the Alameda County Board of Supervisors and are effective on the dates shown. The work week for all these job classes is 40 hours.

Job Code		Classification Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
5135	NM	Physician I					
		11/13/2022	8152.00	8544.80	8977.60	9422.40	9899.20
		11/12/2023	8437.60	8844.00	9292.00	9752.00	10245.60
		11/10/2024	8732.80	9153.60	9617.60	10093.60	10604.00
5137	NM	Physician II					
		11/13/2022	8977.60	9422.40	9899.20	10391.20	10906.40
		11/12/2023	9292.00	9752.00	10245.60	10755.20	11288.00
		11/10/2024	9617.60	10093.60	10604.00	11132.00	11683.20
5139	NM	Physician III					
		11/13/2022	9899.20	10391.20	10906.40	11443.20	12019.20
		11/12/2023	10245.60	10755.20	11288.00	11844.00	12440.00
		11/10/2024	10604.00	11132.00	11683.20	12258.40	12875.20
5519	NM	Dentist					
		11/13/2022	7611.20	7980.80	8378.40	8796.80	9248.80
		11/12/2023	7877.60	8260.00	8672.00	9104.80	9572.80
		11/10/2024	8153.60	8548.80	8975.20	9423.20	9908.00

**APPENDIX B
SERVICES AS NEEDED SALARIES**

(UAPD July 10, 2022-July 5, 2025)

Listed herein are all those Alameda County job classifications represented by the Union of American Physicians and Dentists in Representation Unit 024. These wages are established by the Alameda County Board of Supervisors and are effective on the dates shown. For Services-As-Needed employees, the work week is scheduled on an as-need basis as determined by the Agency/Department Head, with the work week base of 40 hours.

Job Code		Classification Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
5135	N	Physician I					
		11/13/2022					128.96
		11/12/2023					133.47
		11/10/2024					138.14
5137	N	Physician II					
		11/13/2022					146.47
		11/12/2023					151.60
		11/10/2024					156.91
5139	N	Physician III					
		11/13/2022					162.19
		11/12/2023					167.87
		11/10/2024					173.75
5519	N	Dentist					
		11/13/2022			104.73	109.96	115.61
		11/12/2023			108.40	113.81	119.66
		11/10/2024			112.19	117.79	123.85

APPENDIX C
DOMESTIC PARTNERS

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

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

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

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

APPENDIX D
EMPLOYMENT DISCRIMINATION COMPLAINT

Chapter 3.48

**EMPLOYMENT DISCRIMINATION
COMPLAINT PROCEDURES**

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

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

B. Resolving Formal Complaints.

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

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 Human Resource Services 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 Human Resource Services 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 Human Resource Services 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 Human Resource Services 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 Human Resource Services, 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 Human Resource Services 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 Human Resource Services 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 Human Resource Services 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
Table of Contents

Sideletters of Agreement and Letters of Understanding are provisions negotiated by the Union and the County that are separate from, and supplemental to, our Memorandum of Understanding.

These provisions are not grievable, unless so specified in their language, but they are legally enforceable through the courts.

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS54
UNION ACCESS TO NEW EMPLOYEE ORIENTATION - AB 11955

SIDELETTER OF AGREEMENT

February 18, 1999

RELEASE TIME TO ATTEND RETIREMENT PLANNING SESSIONS

This sideletter of agreement provides that County employees represented by the Union of American Physicians and Dentists Local 18, 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 their 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 workplace 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, i-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:

Alvin L. Nelson

David A. ...

DATE: 2/18/99

FOR UAPD LOCAL 18:

[Signature]

**UNION OF AMERICAN PHYSICIANS AND DENTISTS (UAPD)
AND THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT
UNION ACCESS TO NEW EMPLOYEE ORIENTATION - AB 119**

The parties to this Sideletter of Agreement (“Agreement”) are the County of Alameda (“County”) and the Union of American Physicians and Dentists (“UAPD”). 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 county-wide New Employee Orientation (NEO) for all new employees hired into the County. The NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:30 a.m. – 1:00 p.m.

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

- 1) **Designated Representative:** The County shall recognize the designated business representative as the primary point of contact for NEO related matters. The Union shall be responsible for updating the County of any changes to the point of contact.
- 2) **EBC NEO Schedule:** The County shall provide the Union’s designated representative with a list of the EBC’s scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. If there are any changes to the scheduled dates, the EBC will notify the Union’s designated representative as soon as possible.
- 3) **NEO Notification and Employee Information:** The Health Care Services Agency (“HCSA”) will notify the Union’s designated representative of new employees who are represented by the Union and are scheduled to start as a new hire no later than the close of business on the Wednesday preceding the new hire’s start date. A shorter notice may be provided under mitigating circumstances, in which case HCSA will provide the information as soon as possible.

In this notification, HCSA will provide, in a sortable electronic format, the name, job title, department, work location, work, home and personal cell phone number, home address, work and personal email address on file with the County. If the County does not have the home or personal cell phone number or the personal email address on file, this information shall not be provided. In accordance with the California Public Records Act legislation Section 6254.3 (a)(3), the County will not disclose the home addresses and home phone numbers of employees performing law enforcement related functions.

- 4) **Union Meeting with New Hire(s):** Within 10 calendar days of the new employee’s start date, the newly hired employee(s) represented by UAPD may be released during their regular work schedule and without loss of compensation to meet with the Union’s designated representative for a 20-minute Union orientation. The Union shall be permitted to reserve a separate room, designated by the Department, for the orientation, provided one is available. The Union must submit a request to the HCSA Human Resources Department to coordinate a time and date to meet with the new employee(s) and confirm the release time.

- 5) **Enrollment Forms:** As the custodian of records for Union Membership, the Union will be responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. Any forms that are submitted directly to the County from an employee shall be forwarded to the applicable employee organization. The Union shall provide to the County a certified list of employees who have authorized a payroll deduction for dues to the Union.
- 6) **Quarterly Reports:** On a quarterly basis, the County shall provide, in sortable electronic format, a list 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 be provided to the Union's designated business representative or the representative's designee by the last Friday of the month in March, June, September and December 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 Identification Number
 3. Classification
 4. Job Code
 5. Department
 6. Union Code Description
 7. Work Address
 8. Work, Home and Personal Cellular Telephone Numbers
 9. Work and Personal Email Addresses
 10. Home Address

In accordance with the California Public Records Act legislation Section 6254.3 (a)(3), the County will not disclose the home addresses and phone numbers of employees performing law enforcement functions.

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

- 7) The designated business representative shall conduct the presentations covered under this agreement. In the event the designated business representative is unavailable for the presentation, a Union shop steward may be granted release time to meet with the new employee(s). Only one (1) shop steward will be granted release time to present at the meeting with the new employee(s) in accordance with the revised subsection 5.D. (Duties and Responsibilities of Stewards).
- 8) The parties agree to amend subsections 4.D. (Union Bulletin Board, Meetings and Access to New Employees – Meetings) and 5.D. (Shop Stewards – Duties and Responsibilities of Stewards) of the 2018-2022 UAPD MOU, to allow shop stewards to be granted reasonable release time to meet with new employee(s) in accordance with this Sideletter of Agreement. Attachment 1 contains the revised MOU language.

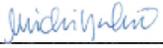
If for any reason HCSA and/or UAPD intends to discontinue the process as outlined above, either the County or the Union may request to meet and confer to negotiate new terms under Government Code Section 3555-3559.

The parties have conferred and consulted with one another regarding the impact and have entered into this Sideletter in a good faith effort to address the issues raised by the County and

the Association in order to protect, to the fullest extent possible, wages, hours and terms and conditions of employment of County employees represented by UAPD. This sideletter runs parallel to and is an integral part of the MOU in effect between the County and UAPD through July 5, 2025.

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Sideletter subject to the approval of this Agreement by the County of Alameda Board of Supervisors.

FOR THE COUNTY OF ALAMEDA

DocuSigned by:

12/9/2022

Michi Yoshii, Labor Relations Analyst

DocuSigned by:

12/12/2022

Jet Chapman, Chief Departmental HR Admin,
HCSA

FOR UAPD

DocuSigned by:

12/9/2022

Patricia Hernandez, Sr. Representative,
UAPD

MINUTE ORDER

**ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER**

The following action was taken by the Alameda County Board of Supervisors on 02/07/2023

Approved as Recommended **Other**

Read titles, waived the reading of the Ordinances in its entirety and adopted Ordinances O-2023-2 and O-2023-3

Unanimous **Tam:** **Haubert:** **Miley:** **Valle:** **Carson:** -

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

Documents accompanying this matter:

Ordinance: O-2023-2,O-2023-3

Documents to be signed by Agency/Purchasing Agent:

File No. 30982
Item No. 36

Copies sent to:
Annie Wong

Special Notes:



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

ATTEST:
Clerk of the Board
Board of Supervisors

By: Rhonda Bailey
Deputy

PAY PERIOD CALENDARS

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2022**

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

(*) Not Applicable to All Employees, please refer to the applicable MOUs

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2023

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

(*) Not applicable to all employees, please refer to the applicable MOU
 Tnguyen (07/03/15)

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

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

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

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