

MEMORANDUM OF UNDERSTANDING

BETWEEN THE
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
FOR REPRESENTATION UNIT 077
AND
THE COUNTY OF ALAMEDA



SEPTEMBER 12, 2004 – MARCH 10, 2009

2004-2009
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THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director, Human Resource Services of the County of Alameda, said political subdivision hereunder designated as "County" and the INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21, AFL-CIO, hereafter designated as "Union", as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period September 12, 2004 through March 10, 2009 for employees working in the representation units referred to in Section 1. hereof.

SECTION 1. RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for all full-time, permanent and probationary employees in Representation Unit 077 in classifications more particularly enumerated in Appendix A of this Memorandum. On an as-needed basis representatives of the County and the Union shall meet for the purpose of assigning newly created Civil Service classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the Board of Supervisors shall decide the matter.

SECTION 2. NO DISCRIMINATION

- A. **DISCRIMINATION PROHIBITED.** In receiving the rights afforded by this agreement, no person shall in any way be favored or discriminated against because of political or religious opinions or affiliations, or because of racial or national origin; sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical disability.
- B. **NO DISCRIMINATION BECAUSE OF UNION ACTIVITY.** Neither County nor Union shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Union activity.

SECTION 3. UNION SECURITY

- A. **NOTICE OF RECOGNIZED UNION.** Each County department or agency shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation unit referred to in Section 1. hereof and which include any classification existing in the department or agency, and the name and address of the recognized employee organization for each unit. The department or agency shall also give a written notice to persons newly employed in representation unit classifications which notice shall contain the name and address of the employee organization recognized for such unit, the fact that the Union is the exclusive bargaining representative for the employee's unit and classification, and a copy of the current Memorandum of Understanding to be supplied by the Union.

B. MODIFIED AGENCY SHOP

1. **MODIFIED MAINTENANCE OF MEMBERSHIP.** Employees in the representation unit referred to in Section 1. hereof who were members of the Union on the date upon which this Memorandum is executed shall remain members during the period covered by this Memorandum, except that such employees may withdraw during the month of April of any year pursuant to paragraph B.3. of this Section.
2. **MODIFIED AGENCY SHOP.** Each person employed in the unit on or after the adoption by the Board of Supervisors of this Memorandum of Understanding shall, at the time of employment and as a condition of employment, execute an authorization for the payroll deduction of Union dues or of a service fee equivalent to Union dues on a form provided by the Union, and shall continue said authorization in effect during the period of his/her employment, except that such employee may initiate a request to withdraw said authorization within the first thirty days of employment and thereafter during the month of April of any year as hereafter provided. Each such authorization form shall include a statement that the Union and the County have entered into a Memorandum of Understanding, that the employee is required to authorize payroll deductions of Union dues or a service fee equivalent to Union dues as a condition of employment, and that such authorization may be revoked within the first thirty days of employment upon proper written notice of the employee within said thirty-day period as set forth in paragraph B.3. of this Section. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization. The Union shall receive from the County on a flow basis, but at least once bi-weekly, the names and address of all new employees hired within the unit.
3. **REVOCAION OF UNION DUES.** Any employee desiring to revoke his or her authorization for Union dues or of a service fee equivalent to Union dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the Auditor-Controller, setting forth his or her desire to revoke said authorization and the reasons therefor. The Auditor-Controller shall promptly forward a copy of said letter to the Union. No authorizations shall be revoked for a period of 30 days following transmittal of said letter to the Union. To be considered, a letter shall be received by the Auditor-Controller on or before the thirtieth calendar day following the date of first employment or within the month of April as specified in paragraphs B.1. and B.2. of this Section.

Failure to timely notify the Auditor-Controller shall be deemed an abandonment of the right of revocation until the next appropriate time period. Initial authorizations shall be forwarded from the departments to a place or person designated by the Auditor-Controller and shall be processed through payroll. The deductions shall commence with the beginning of the next pay period following submission of the authorization. The effective date of any revocation of any existing authorization shall be the end of the pay period in which June 1 falls in any year.

4. **EXCLUSIONS**

- a. The modified maintenance of membership and modified agency shop provisions set forth in paragraphs B.1., B.2., and B.3. herein shall not apply to persons designated by the Board as management, supervisory, or confidential, nor to persons not in the classified civil service.
- b. This modified agency shop provision shall be rescinded upon implementation of an agency shop provision as set forth in Section 3.C. of this Memorandum of Understanding.

5. **PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues or service fees and premiums for approved insurance programs from employees' pay in conformity with State and County regulations. The County shall promptly pay over to the payee designated by the Union all sums so deducted.
6. **HOLD HARMLESS.** The Union shall indemnify and hold the County and the County Auditor harmless from any and all claims, demands, suits, or any other action arising from the modified maintenance of membership and modified agency shop provisions herein, or from complying with any demand for termination hereunder.

C. AGENCY SHOP

1. **AGENCY SHOP.** Except as provided otherwise in this subsection C., employees in the representation unit referred to in Section 1. hereof shall, as a condition of continuing employment, become and remain members of the Union or shall pay to the Union a service fee in lieu thereof. Such service fee shall be 98% of Union dues and initiation fees (hereinafter collectively termed "service fee") of the Union representing the employee's classification and representation unit. Initiation fees shall not exceed a total of \$50.00 and shall only apply to employees hired after implementation of this subsection C.
2. **IMPLEMENTATION.** Not later than thirty days after approval of this Agency Shop provision, the County shall deliver to each employee subject to this Memorandum of Understanding who is not also a member of the Union a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union, pay a service fee to the Union, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Union dues or a service fee, or a charitable contribution equal to the service fee.

The employee shall have 14 calendar days from the delivery of the authorization form, to fully execute the authorization of his/her choice and return said form to the Agency Payroll Office. If the form is not completed properly and returned within 14 calendar days, the Auditor-Controller shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee, or a charitable contribution shall begin no later than the fourth pay period following implementation of this subsection C.

Any employee hired by the County subject to this Memorandum of Understanding on or after the date of implementation of this Section shall be provided, through the employee's department or agency, with an authorization form listed above. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Agency Payroll Office.

If the form is not completed properly and returned within five working days, the Auditor-Controller shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Union dues, service fee deductions, or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period this subsection C. becomes effective for current employees, whichever is later, except that initiation fees shall be deducted in no more than four equal installments in successive pay periods, beginning with the first full pay period.

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

3. **RELIGIOUS EXEMPTION.** Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body, or sect be permitted to make a charitable contribution equal to the service fee in lieu of Union membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to the appropriate local Union within fifteen days of receipt by the County. The Union shall have fifteen days after receipt of a request for religious exemption to challenge any exemption granted by the County Administrator or his/her designee. If challenged, the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program or the Emergency Food Bank Network of Alameda County.
4. **EXCLUSION OF EMPLOYEES.** The Agency Shop provisions set forth in paragraphs C.1., C.2., and C.3. herein shall not apply to persons designated by the Board as management, supervisory, or confidential nor to persons not in the classified civil service. The County may designate positions as confidential in accordance with Administrative Code 3.04.020.

Positions assigned to Public Works Agency/Department Administration or the Administrative Services Department shall be designated as confidential and shall be excluded from this Agency Shop Agreement.

5. **FINANCIAL REPORTS.** International Federation of Professional and Technical Engineers (Local 21) shall submit copies of the financial report required pursuant to the Labor-Management Disclosure Act of 1959 to the County Administrator once annually. Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Union.

Failure to file such a report within 100 days of the close of the Union's fiscal year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until said report is filed.

6. **PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct Union dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also periodically provide a list of all persons making charitable deductions pursuant to the religious exemption granted herein.

7. **HOLD HARMLESS.** The Unions shall indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the Agency Shop provisions herein. In no event shall the County be required to pay from its own funds Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
8. **ELECTION.** On a date mutually agreed to by both parties, an on-site election will be held among those employees subject to agency shop in order to determine if employees in such unit approve an agency shop. Such election shall be conducted by the State Mediation and Conciliation Service or a mutually agreeable substitute. Voter eligibility lists will be provided to the Union not less than fifteen days prior to the election. Necessary release time, including reasonable travel time, shall be provided to all employees wishing to vote.

The County and the Union shall mutually agree on the phrasing of the ballot. Employees eligible to vote will be all local unit employees subject to this Memorandum of Understanding who are not excluded by the provisions of Section 3.C.4. herein. The election shall be determined by a majority of ballots cast, provided that at least 50% of the eligible employees vote. Any unit in which a majority of those voting rejects an agency shop shall continue to be covered under the modified Agency Shop provisions currently in effect which are hereby included by reference as if fully set forth herein.

An election to implement the provisions of this Section shall not prohibit or restrict an election to rescind this Section as provided for by Section 3502.5 of the Government Code.

9. **WAIVER OF ELECTION FOR NEWLY-REPRESENTED EMPLOYEES AND NEW REPRESENTATION UNITS.** The accretion of classifications and/or employees to the representation unit set forth in Section 1. of this Memorandum of Understanding shall not require an election for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1. of this Memorandum of Understanding shall also not require an election for the application of this Agency Shop provision to such units.

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

- A. **ACCESS TO EMPLOYEES.** Authorized representatives of the Union shall have the right to contact individual employees working within the representation unit represented by the Union in County facilities during business hours on matters within the scope of representation, providing arrangements are made on each such contact with the Agency/Department Head. The Agency/Department Head shall grant permission for such contact, if, in his or her judgment, it will not unduly disrupt the business of the work unit involved. When contact on 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 have the right to make other arrangements for a contact location removed from the work area.
- B. **USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by Agency/Department Heads for use by employees and the Union to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory, or of a partisan political nature, or 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 sponsors, shall be neatly displayed, and shall be removed by the sponsor when no longer timely.

- C. **USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and the Union. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed.
- D. **MEETINGS.** Meetings of an authorized representative of the Union and a group of employees shall not be permitted during working hours except as provided in subsection C. above. If conducting group orientation sessions for new employees, Agency/Department Head shall permit a Union representative or a steward to meet with said new employees for a period not to exceed 10 minutes. A steward who attends an orientation session shall be permitted release time for this purpose. 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.

SECTION 5. EMPLOYEE REPRESENTATIVES

- A. **PURPOSE.** The County recognizes the need and affirms the right of the Union to designate employee representatives from the employees in Representation Unit 077. It is agreed that the Union in appointing such employee representatives does so for the purpose of promoting an effective relationship between the County administration and employees by helping to settle problems at the lowest level of supervision.
- B. **ROLE OF EMPLOYEE REPRESENTATIVE AND SUPERVISOR.** The employee representative recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of the work. As the supervisor is the key person for management, the employee representative 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 employee representative understands that the employee representative function does not relieve the representative from conforming to all rules of conduct and standards of performance established by law, regulation, County or department policy or Memorandum of Understanding.

- C. **SELECTION OF EMPLOYEE REPRESENTATIVE.** The location and number of representatives shall be mutually agreed upon by the department and the Union. The Union shall reserve the right to designate the method of selection of employee representatives.

The Union shall notify the Agency/Department Head in writing of the names of the employee representatives and the area they represent. The Agency/Department Head will be notified in writing by the Union of any subsequent changes regarding employee representatives and who they are replacing.

- D. **DUTIES AND RESPONSIBILITIES OF EMPLOYEE REPRESENTATIVES.**

1. After obtaining supervisory permission, employee representatives will be permitted to leave their normal work area during on-duty time not to exceed four hours per week in order to assist in investigation of the facts and assist in the presentation of a grievance. The employee

representative shall report such time to his/her supervisor as shop steward leave (payroll code UNI) for timekeeping purposes. The representative's workload may be adjusted to the extent the Agency/Department Head feels it is appropriate. To obtain permission to investigate a grievance during on-duty time, the representative shall advise the supervisor of the grievant of his or her investigation of the facts and the general nature of the grievance. The employee representative is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by employee representatives as part of the grievance process. The employee may be represented by an employee representative at such time as a grievance is reduced to writing.

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

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

- E. **NUMBER AND CHANGES OF EMPLOYEE REPRESENTATIVES.** It is agreed that the Union and the department will maintain positions known as employee representatives within Representation Unit 077. The employee representatives shall be selected from locations throughout the County by the Union. It is agreed that the County shall not attempt to transfer any employee representative of the Union for reasons associated with his/her duties as a representative. If an employee representative is assigned to another position by the County, the Union shall have the right to immediately replace the individual with another employee representative. Should the Union wish to change employee representatives during a grievance procedure, it may do so provided that only one representative shall be allowed time off from work at any one time to investigate or settle the grievance.
- F. **LIMITATIONS ON TIME OFF.** Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general Union business.
- G. **ACCESS TO RECORDS.** Union and employee representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The County may verify any written authorization. The Union's access to employee records shall be for good cause only. Third party reference material shall not be made available.

SECTION 6. HOURS OF WORK; SCHEDULES AND SHIFTS; REST PERIODS

- A. **HOURS OF WORK DEFINED.** Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the County's workplace, or in some other place where the employee is carrying out the duties of the County.
- B. **PAY PERIOD.** The normal pay period shall be 80 hours.

C. REST PERIODS.

Lunch breaks will be one-half hour minimum with two hours maximum.

Two paid breaks per day, not to exceed one-quarter hour in duration each, will be taken at times established by the Agency.

Time off during core times in excess of the work breaks must be approved by the immediate supervisor.

D. WORK SCHEDULES. Flexible daily work schedules will not be unreasonably denied provided that employees submit their schedules in advance.

E. VOLUNTARY REDUCTION OF WORK HOURS. Upon mutual agreement of a full-time permanent employee covered by this Memorandum of Understanding and the Agency/Department Head or his/her designee, any such employee may elect to reduce work hours with an equal reduction in pay and paid benefits for periods of up to 13 pay periods as follows:

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

SECTION 7. OVERTIME

A. OVERTIME WORK DEFINED. Overtime work is all work performed pursuant to Section 6, paragraph A, in excess of the workweek set forth in Section 6, paragraph B. Holidays which fall on an employee's regularly scheduled day off shall not count toward the accumulation of the workweek. Holidays worked, holidays which fall on an employee's regularly scheduled work day and paid time off shall count toward the accumulation of the workweek.

B. OVERTIME WORK IN FLEXTIME SCHEDULE DEFINED. Time worked will only be classified as overtime in a flexible schedule where:

1. It is authorized by the supervisor; **and**
2. It involves the employee in arriving before or staying after the times at which he/she would normally start or finish work. For purposes of establishing normal starting and finishing time for overtime determination, the employee's work schedule developed in accordance with Section 6.C. for the Public Works Agency will be used. An employee will submit a schedule of his/her weekly attendance for his/her immediate supervisor's approval.

C. HOW OVERTIME IS AUTHORIZED. Work for the County by an employee at times other than those so scheduled shall be approved in advance 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 combination thereof unless such overtime work has been approved in writing by the Agency/Department Head as set forth herein.

D. OVERTIME COMPENSATION. All employees shall receive overtime compensation in cash, in compensatory time off, or a combination thereof at the option of the employee.

E. RATE OF OVERTIME COMPENSATION. All employees shall receive overtime compensation at a premium rate of one and one-half times the regular straight time hourly rate. Compensation will be made pursuant to paragraph C. above. For the purpose of overtime, compensation shall include the certification rate. If overtime compensation is compensatory time off, compensatory time off will be accumulated at the rate of one and one-half hours for each hour worked.

F. REGULAR STRAIGHT TIME HOURLY RATE DEFINED. For purposes of this section, the regular straight time hourly rate shall be defined as the regular bi-weekly rate divided by 80.

G. EXCEPTION

There shall be no overtime payment unless the employee has actually worked at least some portion of time during said workweek. An employee on paid leave only, during an entire workweek, is not entitled to any overtime compensation unless the individual physically works hours during that workweek. (For example: An employee on vacation Sunday through Thursday (37.5 or 40 hours) and works Friday and/or Saturday would receive overtime. The fact that the employee physically worked Friday and/or Saturday meets the criteria of performing work within the workweek.)

H. FRACTIONS OF LESS THAN ONE-TENTH HOUR. No overtime payment shall be allowed nor other compensation made for any period of less than one-tenth hour. Fractions of less than one-tenth hour of overtime worked may not be accumulated in order to total one-tenth hour or more.

I. WHEN OVERTIME SHALL BE PAID. Cash compensation for overtime worked shall be paid no later than the completion of the pay period next succeeding the pay period in which such overtime was earned.

J. WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID. Compensating time off earned on or after April 15, 1986 may be accrued to a maximum of 80 hours, and any employee who has accumulated 80 hours of compensatory time off shall be paid in cash for all subsequent overtime

worked until such time as the employee's compensating time off balance is reduced below 80 hours. Notwithstanding the foregoing, an employee may exceed the 80 hour maximum when an emergency or other unusual circumstances exist and the Agency/Department has obtained approval of the County Administrator's Office to grant compensating time off in excess of 80 hours, but in no event to exceed 240 hours.

Scheduling of compensating time off shall be by mutual agreement of the employee and the Agency/Department Head provided that the Agency/Department Head may require that an employee adjust his/her workweek in order to avoid overtime penalties.

An employee covered by the overtime provisions of the Fair Labor Standards Act who has accrued compensating time off in accordance with this subsection shall upon separation from County service be paid for unused compensating time off at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three (3) years of employment or the final regular rate received by such employee, whichever is higher. An employee shall be paid off for any unused compensating time off, up to a maximum of 80 hours, upon resignation/reinstatement, transfer from a regular position to a SAN position, or transfer to another agency/department. An employee shall be paid off for any unused compensating time off, up to a maximum of 80 hours, prior to appointment from an FLSA non-exempt position to an FLSA exempt position.

SECTION 8. LEAVES OF ABSENCE

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

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

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in subsection 8.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday time, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

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

- D. **TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** An Agency/Department Head may grant an employee a leave of absence without pay from his or her position to permit such an employee to be temporarily appointed to fill a position which is vacant as the result, and during the period, of a military leave of absence.
- E. **EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Agency/Department Head upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.
- F. **LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Agency/Department Head to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution; but no one such leave of absence shall exceed a period of one year.
- G. **LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified civil service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission rules shall apply.
- H. **LEAVES OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified civil service who is appointed to another classification in the classified service of the County may be granted a leave of absence without pay from the position to which he/she has tenure until he or she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such department shall be laid off if all authorized positions are filled.
- I. **LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified civil service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Agency/Department Head, for the duration of said employee's assignment to the special project.
- J. **LEAVE FOR JURY DUTY OR IN ANSWER TO SUBPOENA.** Leave of absence with pay shall be granted to a person while going to and from court and serving on jury duty or answering subpoena as a witness. Any jury or witness fee awarded to such person shall be deposited with the County Treasurer. Any person assigned to 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 while going to and from court, serving on jury duty, or answering subpoena as a witness.

Equivalent leave with pay shall be granted to any such employee who is scheduled to work a shift other than a day shift, said leave to be granted during his/her next succeeding work shift. On any day of Jury service or such subpoena during which an employee is excused entirely or in sufficient time to permit the employee to return to work for a minimum of one-half of the employee's regular scheduled shift,

the employee shall be required to do so and the pay provided for herein shall be reduced accordingly. When stand-by Jury Duty is available, the employee shall apply for such option.

- K. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Memorandum to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Agency/Department Head, be granted sick leave of absence without pay during such disability to accept such employment.
- L. PERSONAL DISABILITY LEAVE.** After six months from date of employment, an employee shall be entitled to leaves of absence without pay for not more than two periods aggregating to no more than 90 calendar days within a 12-month period upon presentation of acceptable proof of his/her personal disability. Before such leave, the employee must have used all accrued vacation, paid sick leave or compensatory time off, unless the employee is receiving accrued vacation, paid sick leave or compensatory time off as a supplement to disability insurance benefits under Section 16 of this Memorandum, in which event the employee shall be entitled to personal disability leave. But the employee's entitlement to personal disability leave shall be reduced by the hourly equivalent of the disability insurance payment (hours of personal disability deducted per pay period divided by the employee's normal hourly rate) provided, however, that an employee who has exhausted paid leave balances and is receiving disability insurance only shall have personal disability leave deducted on a day-for-day basis. Such leave may be extended by mutual agreement of the employee and the County.

The County may require acceptable proof of the employee's ability to return to work provided that the County shall notify the employee in writing of such requirement in advance. If the submitted proof is deemed unacceptable, the County shall immediately notify the employee in writing of existing deficiencies in the submitted proof. Employees granted leave under this subsection shall be returned to the same classification and the County 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 County has used its best effort herein shall not be subject to the grievance procedure.

- M. MATERNITY LEAVE.** A pregnant employee is entitled to a maternity leave of up to six months, the dates of which are to be mutually agreed by the employee and department. Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the maternity leave. The employee shall be entitled to sick leave with pay accumulated pursuant to Section 11.D. of this Memorandum of Understanding. Reinstatement subsequent to maternity leave of absence shall be to the same classification from which leave was taken and the County 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 County has used its best effort herein, shall not be subject to the grievance procedure.
- N. PATERNITY AND ADOPTIVE LEAVE.** A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six (6) consecutive months, the dates of which are to be mutually agreed to by the employee and the Agency/Department Head. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of sick leave during

paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Section 11.K. Reinstatement subsequent to paternity/adoptive leave of absence shall be to the same classification from which leave was taken and the Agency/Department Head shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Agency/Department Head has made its best effort herein, shall not be subject to the grievance procedure.

- O. **DEATH IN IMMEDIATE FAMILY.** A regular scheduled employee may be granted up to five workdays of leave of absence with pay by the Agency/Department Head because of death in the immediate family. An employee shall be allowed to take such leave within a four-week period. 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 insofar as the first five (5) workdays are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in Appendix C), son, step-son, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law and father-in-law, or any other person sharing the relationship of in-loco parentis; and, when living in the household of the employee, a brother-in-law or sister-in-law.

- P. **LEAVE FOR PARTICIPATION IN EXAMINATION PROCESS.** Upon 40 hours advance notice by the employee to his/her supervisor, an employee shall be granted paid leave while participating in an Alameda County examination which is scheduled during the employee's working hours. Sufficient paid leave shall be granted to permit the employee to travel between the work place and the testing site. Examinations for jurisdictions other than the County of Alameda are exempted from this provision.

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

- R. **LEAVE FOR EMPLOYMENT WITH THE UNION.** Upon written certification from the Union and the agreement of the Agency/Department Head, one (1) employee who is subject to this Memorandum of Understanding shall be granted a leave of absence without pay for a period of up to six (6) months to work for Local 21. At the end of such leave the employee shall be returned to his/her same classification and Agency/Department.

SECTION 9. HOLIDAYS

- A. **HOLIDAYS DEFINED.** Paid holidays shall be:

- January 1st - New Year's Day
- Third Monday in January - Dr. Martin Luther King, Jr., Birthday
- February 12th - Lincoln's Birthday
- Third Monday in February - Washington's Birthday
- Last Monday in May - Memorial Day
- July 4th - Independence Day
- First Monday in September - Labor Day

November 11th - Veterans' Day
Fourth Thursday in November - Thanksgiving Day
Day after Thanksgiving
December 25th - Christmas Day

All other days appointed by the President of the United States or the Governor of the State of California as a 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 or more members of the Board of Supervisors.

Four floating holidays are to be scheduled by mutual agreement of the employee and his/her department and taken within the fiscal year. The first four full days (7.5 or 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.

Effective January 2003, 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.

- B. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 9C. hereof, no employee assigned to shift work shall receive a greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek.
- C. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans' Day" or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subsection shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.
- Notwithstanding the observance of holidays specified in Subsection 9.D. herein, and including the provisions of Subsection 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 Year's Day holiday on January 1.
- D. HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time for eight hours. In the event any employee shall work longer than the normal work week as set forth in Section 6. of this Memorandum of Understanding by virtue of having worked a holiday as set forth above, said employee shall be compensated as provided in subsection 7.D.
- E. ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, an employee must be on paid status the scheduled work day before and the scheduled work day after the holiday.
- F. 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 subsection A. hereof is observed, employees subject to this Memorandum of Understanding shall celebrate said holiday in conformity with the State. This subsection shall not be applied so as to increase or decrease the number of holidays set forth in subsection A. hereof.

- G. **EXEMPT WORK SITUATIONS.** Time spent in study courses, seminars, and meetings of professional groups is exempt from the provisions of this Section.

SECTION 10. VACATION LEAVE

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

A. VACATION ACCRUAL.

1. **EFFECTIVE JANUARY 1, 1998 FOR PERSONS EMPLOYED AFTER JANUARY 1, 1956.** Each person in the service of the County whose employment began after January 1, 1956, shall accrue vacation leave as follows:
 - a. **Two weeks accrual** – Employees shall accrue two weeks (80 hours for 40 hour work week and 75 hours for 37.5 hour work week) of vacation annually until the completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three weeks accrual** – Employees shall accrue three weeks (120 hours for 40 hour work week and 112.5 hours for 37.5 hour work week) of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four weeks accrual** – Employees shall accrue four weeks (160 hours for 40 hour work week and 150 hours for 37.5 hour work week) of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 biweekly pay periods (20 years) of continuous employment.
 - d. **Five weeks accrual** – Employees shall accrue five weeks (200 hours for 40 hour work week and 187.5 hours for 37.5 hour work week) of vacation annually after the completion of 520 biweekly pay periods (20 years) of continuous employment.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

1. **FOR PERSONS EMPLOYED AFTER JANUARY 1, 1956.**
 - a. An employee who accrues vacation leave pursuant to subsection 10.A.1. who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A, for unused vacation accrued to the date of his/her separation, provided that such entitlement shall not exceed the employee's applicable maximum vacation balance as set forth in subsection 10.C.
 - b. Employees shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. Agency/Department Heads shall make a reasonable effort to accommodate written vacation

leave requests submitted by employees which state that the purpose of such requests is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

- C. **LIMITATION ON UNUSED VACATION LEAVE BALANCES.** Maximum vacation leave balances allowable prior to the pay period containing January 1 of each year beginning in the year 2002, shall be no more than two times the employees vacation accrual rate, and shall be as follows:

Vacation Accrual Rate in Pay Period Prior to January 1	Maximum Balance in Pay Period Containing January 1
10 days	20 days
15 days	30 days
20 days	40 days
25 days	50 days

- D. **DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin as of the date of employment. In the event the date of employment is not on the first day of the pay period, then the vacation credit for that pay period shall be prorated in accordance with the actual time worked in the pay period.
- E. **CHANGEOVER TO MAXIMUM ALLOWABLE VACATION BALANCE AND USE OF PREVIOUSLY ACCRUED VACATION.** Employees who accrue vacation under subsection 10.A.1. shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination or which will avoid a downward adjustment at the beginning of the pay period containing January 1. As of the pay period containing January 1, of each year, the vacation leave balance of any employee which exceeds the maximum allowable vacation balance will be adjusted downward to the maximum allowable vacation balance level (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.
- F. **MAXIMUM VACATION LEAVE.** An employee shall be allowed to take two times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of his/her Agency/Department Head, may take vacation in excess of two times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.
- G. **DEFINITIONS.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work.
- H. **EFFECT OF LEAVE WITHOUT PAY ON VACATION CREDIT.** No vacation credit shall be earned during the period when an employee is absent on leave without pay.
- I. **EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave without pay, and time during which a person is laid off because his or her services are not needed, and time during which a person is temporarily not employed by the County, if followed by re-employment within three years, shall not be considered as an interruption of continuous service for the purpose of

this subsection; but the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such years of continuous employment for the purpose of this subsection, provided that, for the purposes of qualifying for 25 working days vacation leave, where a person has been employed by the County without interruption for the past 10 years, all service of such employee shall be deemed to have been continuous.

- J. **WHEN VACATION LEAVE MAY BE TAKEN.** Scheduling of vacation leave shall be by mutual agreement of the employee and the Agency/Department Head.
- K. **PERSONAL LEAVE.** An employee shall be allowed two days in any calendar year from his/her 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 his/her department. Such personal leave shall be in segments of one hour or more.
- L. **RATE OF VACATION PAY.** Compensation during vacation shall be at the biweekly or hourly rate for each classification as set forth in Appendix A, in addition to premium pay which such person would have been entitled to receive if in active service during such vacation period.
- M. **VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five days of their accrued vacation leave balances to their spouse or domestic partner (defined in Appendix C) per each event of maternity, paternity, and adoption.
- N. **ADDITIONAL VACATION PURCHASE.** All full-time employees subject to this MOU, excluding part-time and intermittent employees, may elect to purchase one or two additional weeks of vacation over and above their regular entitlement as set forth in Section 10A. of this MOU. The additional week(s) may be purchased in the following manner: On or before the biweekly pay period nearest October 1 of any year, an eligible employee shall submit a written request to the Agency/Department Head, stating his/her desire to purchase one or two extra weeks of vacation. Such vacation must be purchased in increments of one or two weeks. The County shall then pay such employee 97.38% of his/her salary for one additional week or 94.76% of his/her salary for two additional weeks, until the biweekly pay period ending nearest June 30. (The 2.62% or 5.24% reduction is the value of one or two week(s) of vacation prorated over approximately nine months.) The additional vacation, once purchased, may be taken with the employee's regular vacation entitlement.

Beginning the Fall of 2002, employees eligible for vacation purchase may elect to purchase either one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment.

On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head. Employees will then pay for the vacation time purchased in equal installments during the calendar year. Should an employee use their purchased vacation time, and leave the employment of the County prior to paying for the additional vacation, the County will recover the cost from the employee.

- 1. Except for Personal Leave granted under Section 10L., purchased vacation must be utilized before vacation balances accrued pursuant to Section 10A. or 10B. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 10A. or 10B., then purchased vacation may be utilized for Personal Leave granted under Section 10L.

2. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued pursuant to Section 10A. or 10B. Said combined vacation balance shall be subject to the cash payment limitations of Section 10D. hereof.
3. Employees may not elect to purchase one additional week of vacation if their purchased vacation balance in October exceeds five days.
4. Employees who change status from eligible status to purchase vacation to a non eligible status will be paid for any purchased vacation balance.

Effective Plan Year 2006, the following conditions shall apply to vacation purchase:

1. On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head. Employees will then pay for the vacation time purchased in equal installments during the calendar year.
2. To be eligible to purchase vacation, an employee must have completed payment for any previous vacation purchased and an employee must have no more than one week of unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
3. In order to be eligible to purchase two weeks of vacation, an employee must have used all previously purchased vacation leave as of the third pay period prior to the start of Open Enrollment.
4. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the County reserves the right to recover the cost from the employee, including deducting any sum owed from the employee's final pay warrant.
5. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the future pay period amount.
6. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
7. In the event that an employee becomes ineligible for this program, the County reserves the right to adjust the purchased vacation balance and/or deductions.
8. 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.
9. Except for Personal Leave granted under Section 10L., purchased vacation must be utilized before vacation balances accrued pursuant to Section 10A. or 10B. are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to Section 10A. or 10B., then purchased vacation may be utilized for Personal Leave granted under Section 10L.

10. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued pursuant to Section 10A. or 10B. Said combined vacation balance shall be subject to the cash payment limitations of Section 10D. hereof.
- O. VACATION SELLBACK.** Effective July 1, 2001, employees may receive equivalent cash payment for up to 5 vacation days per fiscal year. Effective July 1, 2002, employees accruing at least 20 days of vacation may receive equivalent cash payment for up to 10 days per fiscal year. This benefit shall be prorated for part-time employees based on the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work. In lieu of, or in addition to the foregoing, an employee may use accrued vacation leave to be 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 under Section 29. Requests for vacation sellback are irrevocable.
- P. 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 March 10, 2009 as provided in Section 33, and unless otherwise agreed to by the County, shall be incorporated into the successor Memorandum of Understanding.
- Q. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter a bargaining unit covered by this Agreement after January 1, 2002 shall have two full calendar years to reduce his/her vacation balance to the maximum allowable, unless the employee is coming from a bargaining unit where the "maximum allowable vacation balance" is already applicable. After two full calendar years, the vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. Department Heads shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

SECTION 11. SICK LEAVE

- A. SICK LEAVE DEFINED.** As Used in this Section, "sick leave" means leave of absence of an employee because of any of the following: (i) illness or injury which renders him/her incapable of performing his/her work or duties for the County; (ii) his/her exposure to contagious disease; and (iii) routine medical or dental appointment of the employee.
- B. EMPLOYEE DEFINED.** As used in this Section, "Employee" means any person holding a regular, provisional, or temporary appointment in the County service, and otherwise subject to the provisions of this Memorandum of Understanding.
- C. SELF-INFLICTED INJURY EXCLUDED.** In no case shall absence due to purposefully self-inflicted incapacity or injury be deemed as a basis for granting either sick leave or sick leave with pay under the provisions of this Section.
- D. CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of one-half work day for each full bi-weekly pay period on paid status up to a maximum accumulation of 155 days of unused sick leave with pay entitlement.

- E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within three years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to Section 11.D. (Cumulative Sick Leave Plan), restored to him/her for use as provided in this subsection.
- F. CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to Section 11.D hereof, reaches 155 days, 5 days shall be deducted from said sick leave balance and shall be converted to 1 day of vacation. Said vacation shall be added to vacation balances accumulated pursuant to Section 10. Vacation Leave, and shall thereafter be subject to the provisions of Section 10. Vacation Leave.
- G. MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.**
1. **LIMITS ON DURATION OF MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.**
 - a. For employees who, as of June 25, 1979, completed the equivalent of 26 pay periods but less than 130 pay periods, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - 22 days for those employed on a full-time basis as of 6/25/79.
 - b. For employees who, as of June 25, 1979, completed the equivalent of 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be as follows:
 - 44 days for those employed on a full-time basis as of 6/25/79.
 2. **CRITERIA WHICH MUST BE MET BEFORE GRANTING MAJOR MEDICAL SUPPLEMENTAL PAID SICK LEAVE.** An Agency/Department Head in his/her sole discretion, may grant major medical supplemental paid sick leave in those instances in which:
 - a. The employee was eligible for the one-time sick leave bonus granted on September 2, 1979 to those employees who had been continuously employed since a date prior to July 1, 1975.
 - b. The employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 11.D. hereof.
 - c. The employee's absence is caused by a serious injury or illness requiring prolonged absence from work.
 - d. The work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties.
 - e. The injury or illness was not incurred in the course of employment, AND
 - f. The employee has not incurred a break in service subsequent to June 24, 1979.
- 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.

I. **SICK LEAVE CHARGED IN FLEXIBLE SCHEDULES.** Employees off ill are required to notify their immediate supervisor of their intended absence by 9:00 a.m. of each workday absent due to illness. Employee will be charged 8 hours of sick leave for each full day off sick. In partial day illnesses, the balance of 8 hours not worked will be charged. The number of hours appropriate to the individual circumstance for routine medical appointments will be charged.

J. **FAMILY SICK LEAVE**

1. Employees are eligible to use, in any calendar year, up to nine days of sick leave to care for an ill family member; time reasonably necessary to arrange for care of an ill family member by others; and/or to accompany a family member to medical and dental appointments. For the purpose of this Subsection, "family member" means mother, step-mother, father, step-father, husband, wife, domestic partner (upon submission of an affidavit as defined in Appendix E, or a notarized Declaration of Domestic partnership (Form DP-1) filed with the California Secretary of State), child of domestic partner, son, step-son, daughter, step-daughter, foster parent, foster child, mother-in-law, father-in-law or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and grandparents.

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

1. **Employees Excluded.** The provisions of this section do not apply to safety members who are subject to the provisions of California Labor Code Section 4850.

2. **Amount and Duration of Payment**

- a. **Full-Time Employees:** Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% 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 one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary (the amount of leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office) unless the employee provides written notice to the Agency/Department Head to limit the integration of such leaves. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays and holiday in-lieu of time.

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days, for the first three work days of such incapacity.

- b. **Part-Time Employees:** Section 11.K.a. above applies to part-time employees, but shall be on a prorated basis.

3. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 11.K.2. 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 employees, and
 - h. Whose injury or illness is a recurrence or re-injury 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 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.

- L. **SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employees' Retirement Association and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 65 days.

SECTION 12. WAGES

- A. Effective March 12, 2006, salaries for all represented classifications shall be increased by 3% as set forth in Appendix A.
- B. Effective March 11, 2007, salaries for all represented classifications shall be increased by 3% as set forth in Appendix A.
- C. In addition to the general salary increase effective March 11, 2007, all represented classifications shall receive a special adjustment of 5% as set forth in Appendix A.
- D. Effective March 9, 2008, salaries for all represented classifications shall be increased by 3% as set forth in Appendix A.
- E. The job classes unique to the Alameda County Flood Control and Water Conservation District, Zone 7 (listed in Appendix D) are excluded from the provisions of this section.

SECTION 13. PREMIUM CONDITIONS

- A. **NIGHT SHIFT.** Employees who are required to work at least five-eighths of their normal daily tour of duty after 4:30 p.m. and before 8:00 a.m. shall be paid at the rate of five percent over and above his/her normal biweekly or hourly rate of pay for the entire shift so worked.
- B. **CERTIFICATION**
 - 1. **Registered Civil Engineers.** Employees occupying a position under Job Codes 2010, 2015, and 2020 (Engineers) and who receive and maintain certification as a Registered Civil Engineer from the State of California shall be paid at the rate of seven percent over their normal biweekly or hourly rate of pay unless they are receiving the seven percent pursuant to 3 or 4 of this Section.
 - 2. **Registered Mechanical Engineers.** Employees occupying a position under Job Code 2065 (Mechanical Engineers), and who receive and maintain certification as a Registered Mechanical Engineer from the State of California shall be paid at the rate of seven percent over their normal biweekly or hourly rate of pay.
 - 3. **Registered Geologists.** Employees occupying a position under Job Codes 2010, 2015, 2020 and who receive and maintain certification as a Registered Geologist from the State of California shall be paid at the rate of seven percent over their normal biweekly or hourly rate of pay unless they are receiving the seven percent pursuant to 1 or 4 of this Section.
 - 4. **Certified Environmental Professionals.** Employees occupying a position under Job Codes 2010, 2015, and 2020 and who receive and maintain certification as a Registered Environmental Professional from the State of California (at such time as it becomes available) shall be paid at the rate of seven percent over their normal biweekly or hourly rate of pay unless they are receiving the seven percent pursuant to 1 or 3 of this Section.

SECTION 14. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. MEDICAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES

- a. For coverage effective from September 12, 2004 through the term of this agreement, the County shall contribute the total monthly premium of the lowest cost Health Maintenance Organization (HMO) Plan offered by the County at the corresponding level of coverage (i.e., Self, Self +1 Dependent, Family) in a Plan Year. The County will offer a comprehensive group medical plan for either a Health Maintenance Organization or an indemnity Medical Plan for eligible full-time employees, as well as their spouses and eligible dependents.

The benefit plan design offered through a comprehensive group medical plan shall be available to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of medical benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

- b. The County contribution toward the medical carrier premiums shall be the full cost of the lowest cost of HMO premiums for eligible, full-time employees. If an employee is on paid status less than a full-time status, the County contribution shall be as specified in 14.A.2. **MEDICAL PLAN COVERAGE FOR EMPLOYEES SCHEDULED TO WORK LESS THAN THE NORMAL WORKWEEK.**

2. **MEDICAL PLAN COVERAGE FOR EMPLOYEES REGULARLY SCHEDULED TO WORK LESS THAN THE NORMAL WORKWEEK.** Any employee who is regularly scheduled to work less than the normal workweek for the job classification shall be entitled to elect coverage under either the comprehensive group Medical plan by a Health Maintenance Organization or the indemnity options for full-time employees; provided, however, that the employee is on paid status at least 50 percent of the normal full-time workweek for the job classification.

The County's contribution toward the provider's charge for such plan shall be the full-time contribution prorated each pay period based upon a proportion of the normal full-time pay period for the job classification provided the employee is on paid status at least 50 percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least 50% of the normal full-time biweekly pay period for the classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

Notwithstanding the foregoing, however, such employees who normally work at least 50 percent of the normal full-time biweekly schedule for the job classification, who were on the County payroll for the pay period beginning April 1, 1979, and who received 100 percent of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in part-time service, (2) a break in medical plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed the County contribution for coverage of full-time employees in comparable classes.

3. **DUPLICATIVE COVERAGE.** The intent of this section limits married County employees (and County employees in domestic partnerships as defined in Appendix C) from both covering each other

within the same medical plan. Married County employees and employees in domestic partnerships, both employed by the County may choose one option from the following list of medical plans:

- a. Up to one full family HMO membership.
- b. Up to one full family PPO/Indemnity membership.
- c. Up to one full family HMO membership or Health Net membership or alternative PPO option membership together with up to one full family PPO/Indemnity membership.
- d. Up to one full HMO membership with up to one full family alternative HMO option membership.

4. EFFECT OF AUTHORIZED LEAVE WITHOUT PAY ON MEDICAL PLAN COVERAGE.

Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. Coverage will begin on the first of the month following the month the employee returned and worked 50 percent of a pay period or more, providing that the employee's re-enrollment allows for processing the deduction on a pay warrant prior to the month of coverage, and that if only one warrant is processed, the employee pays the remaining half of the month.

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

5. **30-DAY RE-ENROLLMENT.** For employees who are enrolled in a County sponsored Medical Plan and experiences a Change in Status, such as: marriage, adoption, or loss of medical coverage by spouse/domestic partner, must within thirty days of the change in status enroll in or add dependents to one of the County's sponsored Medical Plans.
6. **OPEN ENROLLMENT.** Eligible employees may choose from among a Health Maintenance Organization or PPO/Indemnity Medical Plan during an Open Enrollment period held annually.

B. DENTAL PLAN COVERAGE

1. DENTAL PLAN COVERAGE FOR FULL-TIME EMPLOYEES:

A. The County shall contribute the full cost of the provider's charge for a Dental Plan for full-time employees and their dependents, including domestic partners (as defined in Appendix C) and their dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the following Dental plan options. This contribution shall apply to the dental plan options listed below.

1. An indemnity dental plan
2. A supplemental spousal plan

The benefit plan design offered through a Dental Plan shall be available to the extent that the carrier continues to offer these benefits and the County continues to contract with the Dental carrier. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

2. DUPLICATIVE COVERAGE:

The intent of this section limits County employees who are married or in a Domestic Partnership from both covering each other within the same Dental plan. Married County employees and employees in Domestic Partnerships (as defined in Appendix C), both employed by the County, shall be entitled to one choice from the following list of Dental plan coverages:

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

3. DENTAL PLAN COVERAGE FOR LESS THAN FULL-TIME EMPLOYEES. The County shall contribute the full cost of the provider's charge for a Dental Plan for less than full-time employees and their dependents, provided, however, that the employee is on paid status at least 50 percent of the normal full-time workweek for the job classification.

The dental plan shall provide the same benefit coverage as was in effect during the 1995-96 fiscal year for full-time employees as described in subsection 14.B.1. above. To participate, an employee working in a classification normally subject to 40 hour workweek must be on paid status at least 40 hours in each and every biweekly pay period and an employee working in a classification normally subject to a 37.5 hour workweek must be on paid status at least 37.5 hours in each and every biweekly pay period.

4. DENTAL PLAN PREMIUM PAYMENT ON FINAL PAYCHECK BEFORE AUTHORIZED LEAVE WITHOUT PAY OR EMPLOYEE SEPARATION. The County shall make a dental plan premium payment on a final paycheck before an authorized leave without pay or an employee separation, provided that an employee is on paid status at least one-half of the scheduled hours for the employee's classification in the employee's last biweekly pay period. Therefore, an employee working in a classification normally subject to an 80-hour biweekly pay period must have been on paid status at least 40 hours in the last biweekly pay period, and an employee working in a classification normally subject to a 75-hour biweekly pay period must have been scheduled to work at least 37.5 hours in the last biweekly pay period.

5. EFFECT OF AUTHORIZED LEAVE WITHOUT PAY: Employees who were absent on authorized leave without pay, and whose dental plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment form within

30 calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employees had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Those whose dental plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within 30 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.

6. **30-DAY RE-ENROLLMENT.** For employees who are enrolled in a County sponsored Dental Plan and experience a Change in Status, such as, marriage, or adoption, an employee must within thirty calendar days, enroll in one of the County sponsored Dental indemnity plan as a new member.
 7. **OPEN ENROLLMENT.** Eligible employees may choose from among the options listed in 14.B.1.A. during an Open Enrollment period in the Fall of 2001 and annually thereafter. Premiums of all County dental options will be paid according to dependent status (single, two-party, or family).
- C. **MEDICAL AND DENTAL COVERAGE.** The County and the Union agree that this Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the Medical and Dental Plans, benefits and contribution rates.

SECTION 15. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES

- A. **MILEAGE RATES PAYABLE.** Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.
- B. **MINIMUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. **PREMIUM ALLOWANCE.** An employee who is required by his/her Agency/Department Head to use his/her private automobile at least 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, County records, manuals, and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional \$12.00 per month for any such month.
- D. **REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by his/her Agency/Department Head to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Effective two pay periods following adoption of the Memorandum of Understanding, property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other

source, such costs shall be paid to such employee of the County, in a sum not exceeding \$500, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage, or theft (i.e. appropriate police report and/or estimated statement of loss) to the Agency/Department Head within 30 days of such loss, damage, or theft. Property damage or loss incurred to 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 to 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. DISABILITY INSURANCE BENEFITS

- A. **PARTICIPATION.** The County shall continue to participate under the State Disability Insurance (SDI) Program.
- B. **PAYMENT OF SDI PREMIUMS.** SDI premiums shall be shared equally by the employee and the County.
- C. **DEFINITION.** An employee who is eligible to receive SDI benefits shall automatically integrate accrued paid leaves with the SDI benefits. Such accrued paid leaves shall include sick leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Agency/Department Head, discretionary major medical supplemental paid sick leave, unless the employee provides written notice to the Agency/Department Head to limit the integration 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.

- D. **AMOUNT OF SUPPLEMENT.** The amount of the supplement provided in subsection 16.C. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions specified in Section 13. and applicable Salary Ordinance footnotes, and the "weekly benefit amount" multiplied by two and divided by 75/80.
- E. **HOW A SUPPLEMENT TO SDI IS TREATED:** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave of absence.

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

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

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

H. PERSONAL DISABILITY LEAVE IN CONJUNCTION WITH SDI.

Refer to subsection 8.L. Personal Disability Leave.

SECTION 17. TWO WEEKS NOTICE UPON TERMINATION

In the event of the termination of an employee subject to this Memorandum of Understanding for a cause other than intoxication on the job, gross insubordination, dishonesty, or conviction of a felony which substantially relates to the employee's job, the appointing authority or his/her designated agent shall give to such employee a written notice of termination no less than 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 he/she would be entitled to such notice, it shall be mailed to him on such date. Time spent on the job during such 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. REDUCTION IN FORCE

In the event that a reduction in force occurs causing a layoff of members of this unit, such layoffs are governed by applicable provisions of the County of Alameda Civil Service Commission Civil Service Law and Rules (Appendix B). Any changes in the Civil Service Law and Rules relating to layoff procedures are subject to the meet and confer process.

SECTION 19. GRIEVANCE PROCEDURE

A. DEFINITION. A grievance is defined as an allegation by an employee or the Union that the County has failed to provide a condition of employment which is established by the annual Salary Ordinance, by written departmental rules, or by this Memorandum of Understanding as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the Agency/Department Head or the County; and, provided further, that the condition of employment which is the subject matter of the grievance is a matter within the scope of representation as defined in California Government Code Section 3504.

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

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

1. An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of this subsection C. and may thereafter file a grievance in writing with his or her immediate supervisor within seven working days after the date of such informal discussion. Within seven working days after the receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal to the division head.
3. The division head, or corresponding administrative level, shall have seven working days after receipt of the written appeal in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at and participate in any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal to the Agency/Department Head.
4. The Agency/Department Head shall have seven working days after receipt of the written appeal in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Agency/Department Head, a hearing is required at this step and the employee and his/her representative shall have the right to be present at and participate in such hearing. The time limit at this step may be extended by mutual agreement between the Agency/Department Head and the employee or his/her representative.

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 annual Salary Ordinance, by this Memorandum of Understanding as adopted by ordinance, or by written departmental rules, provided that the enjoyment of such right is not made subject to the discretion of the Agency/Department Head or the County.

D. 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. Grievances raised pursuant to subsection 2.a. 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.

- E. **BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at Step 4 of subsection 19.C. herein, the grievant or his/her representative may, within thirty days after receipt of the decision of the Agency/Department Head made pursuant to said subsection 19.C. request that the grievance be heard by an arbitrator.
- F. **INFORMAL REVIEW BY DIRECTOR.** Prior to selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services or his/her designated representative shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director or the Director's representative shall have ten working days in which to review and seek adjustment of the grievance.
- G. **SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services or the Director's representative and the employee or his/her representative. If the Director and the employee or their representatives are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or their representatives shall then alternately strike names from the list until only one name remains and that person shall serve as arbitrator.
- H. **DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this Memorandum of Understanding, a resolution or ordinance of the Board of Supervisors, the Alameda County Charter, State Law, nor to recommend such an amendment.
- I. **PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.
- J. **EFFECT OF FAILURE OF TIMELY ACTION.** Failure by the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- K. **LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within 60 calendar days from the date upon which the County has allegedly failed to provide a condition of employment. In no event shall a grievance include a claim for money relief for more than the 60-day period.
- L. **DESIGNATION OF APPEAL LEVELS.** Each Agency/Department Head shall designate in writing the positions or levels in his/her department to which the various appeals provided in subsection 19.C. hereof shall be made.
- M. **EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section 1. of the Memorandum shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020 of the Alameda County Administrative Code, which is not a party to this Memorandum, are specifically excluded from so acting.

The Association shall be notified of all grievances filed pursuant to subsection 19.C.2. In those cases in which an employee elects to represent himself/herself or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this Memorandum. 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 19.C.4. for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection 19.E. hereof, the Union may elect to be a full and equal part to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

- N. **GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the Agency/Department Head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsection 19.K. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 20. EDUCATIONAL STIPEND/MEMBERSHIP REIMBURSEMENT

- A. Upon the written approval of the Agency/Department Head, the County will reimburse an employee for the cost of tuition and related materials for job related educational expenses, job-related conference fees, or job-related seminar fees which shall maintain or upgrade the employee's skills on the job, or prepare the employee for promotional opportunities. Such reimbursement shall be up to a maximum of \$650 per fiscal year. The employee must submit receipts and applicable reimbursement forms along with evidence of satisfactory completion of a course to his/her Agency/Department Head for approval.

The employee must obtain written approval prior to taking a course to determine whether the course is job related and/or there are funds available in the Public Works Agency budget for training.

- B. Dues for membership in professional organizations, approved by the Agency/Department Head, will be reimbursed to a maximum of \$150 per employee per fiscal year. Effective fiscal year 2001/2002, dues for membership in professional organizations, approved by the Agency/Department Head, will be reimbursed to a maximum of \$200 per employee per fiscal year
- C. Paid leave will be granted for a maximum of 2 days per year to present a paper to a professional conference.

SECTION 21. VOLUNTARY LEAVE WITHOUT PAY PROGRAM

Notwithstanding any other provision of this Memorandum of Understanding, effective December 11, 1990 an employee using the Voluntary Leave Without Pay Program shall incur no loss in the County contribution toward health and dental coverage for the first 12 days of such approved leave without pay in a fiscal year.

Notwithstanding any other provision of this Memorandum of Understanding, employees shall be entitled to holiday compensation, except in the case of a floating holiday, only if they are on paid status on their scheduled workdays before and after the holiday, except that an employee who requests and is granted leave under the Voluntary Leave Without Pay Program on the employee's scheduled workday before and/or after a

holiday shall be eligible for holiday pay if on paid status on the employee's scheduled workdays before and after the approved day(s) of voluntary leave without pay. No employee who is assigned shift work shall receive a greater or lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.

SECTION 22. EFFECT OF LEGALLY MANDATED CHANGES

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

SECTION 23. AGENCY/DEPARTMENT HEAD

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

SECTION 24. BASIC LIFE INSURANCE

Effective two pay periods following the adoption of this Memorandum of Understanding, for all full-time employees in Representation Unit 077, the Basic Group Life insurance coverage of \$15,000 will be provided to each employee who meets the enrollment requirements. The County shall continue to pay necessary premiums for two pay periods after the employee goes on approved leave without pay. This coverage reduces by 33% at age 65 and an additional reduction of 35% at age 70. This reduction will apply to the amount in force just prior to each reduction interval. The reduced amounts will be rounded in accordance with the existing schedule.

SECTION 25. DEPENDENT CARE SALARY CONTRIBUTION

Effective the first pay period in January, 1989, subject to the applicable provisions of the Internal Revenue Service, employees may contribute up to \$5,000 each calendar year from their salaries for approved dependent care. (Eligible employees may only salary contribute for such expenses; there is no County contribution for dependent care.)

Reimbursements are made on a monthly basis subject to submission of itemized statements, adequate accumulation of the salary contribution, proof of payment, and applicable County administrative procedures.

SECTION 26. VISION CARE REIMBURSEMENT PLAN

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$150.00 in the twenty-four

month period ending June 30, 1997 and each twenty-four month period beginning on July 1 of odd numbered years. Effective July 1, 2001, the twenty-four month reimbursement shall be increased to \$200.00.

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

SECTION 27. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

1. The 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 s/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 8 hours for full-time employees, and in increments of 4 hours for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. In addition, effective January 1, 1998, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
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 donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 28. NO STRIKE, NO LOCKOUT

- A. The Union has agreed that during the term of this Memorandum of Understanding, the Union, its members and representatives will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.
- B. The County will not lockout employees during the term of this Memorandum of Understanding.

SECTION 29. DISABILITY INSURANCE POLICY

Effective April 8, 2005, County-sponsored disability insurance policies will be made available. **Coverage can be purchased either through the use of vacation sellback (up to five days) or through payroll deduction.** (See the Salary Ordinance for information on vacation sellback.) These policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.

SECTION 30. 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:

The full range of duties of the higher level position has been specifically assigned in writing by the Agency/Department Head.

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.

Compensation for temporary assignment to a higher level position shall be as follows:

- a. The service in such position exceeds 10 days in any 12 month period and payment shall be retroactive to the first 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.

Notwithstanding this restriction, however, the employee's rate of pay shall not be reduced during a continuous period of out-of-class assignment in the event that the salary range of the higher level position increases.

- c. An employee otherwise eligible of 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:
 - (1) 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.

- (2) Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, if an absence exceeds five consecutive work days, the employee shall be paid for such absence in excess of five workdays at the employee's regular non-out-of-class rate.
- d. 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.

SECTION 31. 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 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 32. ENACTMENT

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

SECTION 33. 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 the Memorandum of Understanding by mutual agreement.

SECTION 34. TERM OF MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full force and effect to and including March 10, 2009.

Signed and entered into this 21 day of June, 2007

FOR THE COUNTY OF ALAMEDA

FOR THE INTERNATIONAL FEDERATION
OF PROFESSIONAL AND TECHNICAL
ENGINEERS, LOCAL 21

DENISE EATON-MAY, DIRECTOR
HUMAN RESOURCE SERVICES

Approved as to Form:
RICHARD E. WINNIE, COUNTY COUNSEL

By _____

APPENDIX A

Listed herein are all those Alameda County job classifications represented by the International Federation of Professional and Technical Engineers, Local 21, in Bargaining Unit 077. These wages are established by the Alameda County Board of Supervisors and are effective on dates shown. All job classifications have a work week of 40 hours. See Section 7 for overtime compensation.

SALARIES EFFECTIVE ON DATES SHOWN

JOB CODE	TITLE	EFFECTIVE DATE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
2020	ASSOCIATE ENGINEER						
		03/12/2006	2964.80	3109.60	3268.80	3420.80	3602.40
		03/11/2007	3206.40	3363.20	3535.20	3699.20	3896.00
		03/09/2008	3302.40	3464.00	3641.60	3810.40	4012.80
2015	ASSISTANT ENGINEER						
		03/12/2006		2683.20	2814.40	2964.80	3109.60
		03/11/2007		2902.40	3044.00	3206.40	3363.20
		03/09/2008		2989.60	3135.20	3302.40	3464.00
2010	JUNIOR ENGINEER						
		03/12/2006		2322.40	2432.80	2556.00	2683.20
		03/11/2007		2512.00	2631.20	2764.80	2902.40
		03/09/2008		2587.20	2710.40	2848.00	2989.60
2065	MECHANICAL ENGINEER						
		03/12/2006			3329.60	3495.20	3664.80
		03/11/2007			3600.80	3780.00	3963.20
		03/09/2008			3708.80	3893.60	4082.40

APPENDIX B

REDUCTION IN FORCE, LAY-OFF, RE-EMPLOYMENT, REINSTATEMENT

2000 Jurisdiction of Commission

All lay-offs and demotions in lieu thereof resulting from reduction in force in the classified service shall be made in accordance with these rules and the procedures established by the Commission for an orderly reduction in force.

2004 Jurisdiction of Department Head

Whenever it becomes necessary to reduce the number of employees of a department, the department head shall determine the class(es) to be affected by the reduction, the number of positions by which each class shall be reduced, the date the reduction is to take effect and shall notify the Commission of these determinations. When specific positions within a class require special skills, knowledge, or abilities, the department head, with prior concurrence of the Commission, may designate specialties within a class and treat such approved specialty as a separate classification for purposes of lay-off and demotion in lieu of lay-off.

Amended 10/30/78

2008 Order of Lay-off

When a reduction in force becomes necessary, the Commission shall provide lay-off instructions to affected departments detailing the lay-off procedures and policies to be used by departments in determining the order of lay-off for affected employees. Any appeals concerning departmental actions under the instructions of the Commission shall be governed by the Commission's Administrative Appeals Rules. Lay-off shall be accomplished in inverse order of total County service, except as provided in Rule 2014 and as may be provided by applicable Federal or State regulations. For purposes of this rule, Total County Service shall be defined as the sum total of paid service for the County without regard to whether such service was continuous, full-time, less than full-time, tenured, probationary, provisional, temporary or emergency, as well as unpaid leave taken under the Voluntary or Mandatory Time Off program, adopted by the Board of Supervisors in Fiscal Year 1992-93 and 1993-94. All ties in service time will be resolved according to criteria established by the Commission.

Before any tenured employee is laid off, all appointees working in affected classes under emergency, provisional, temporary, or probationary appointments shall be separated in the above sequence, except that the provisions of this sentence shall not apply to probationary appointees reinstated pursuant to Rule Number 1744 and to employees on probation by virtue of job reclassification where such employee was continuously performing the same job functions six months prior to the reclassification.

Any employee subject to lay-off as a result of being in a promotional probationary status in a new department may at the decision of the Commission be allowed to demote in lieu of lay-off to the employee's former classification and department. Any employee so affected shall request a Commission determination within ten working days of notification of the lay-off status.

Amended 2/4/72, 6/19/78, 10/30/78

APPENDIX C

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

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

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

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

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Please contact the Employee Relations Unit at (510) 272-3878