

**MEMORANDUM
OF
UNDERSTANDING**

Between the

**ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION
(SHERIFF'S NON-SWORN UNIT 029)**

and the

COUNTY OF ALAMEDA



April 23, 2017 – June 10, 2023

2017 - 2023
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S NON-SWORN UNIT 029)
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COUNTY OF ALAMEDA

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COUNTY OF ALAMEDA

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "County," and the Alameda County Management Employees Association (Sheriff's Non-Sworn Unit), affiliated with Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, hereafter designated as "ACMEA (Sheriff's Non-Sworn Unit)," 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 April 23, 2017 through June 10, 2023, for those employees working in the representation unit referred to in Section 1. hereof.

SECTION 1. RECOGNITION

The County recognizes ACMEA (Sheriff's Non-Sworn Unit) as the exclusive bargaining representative for all full-time permanent and probationary employees in the Bargaining Unit 029 (Non-Sworn "M" Designated Sheriff's Classes) hereinafter designated as employee(s).

SECTION 2. NO DISCRIMINATION

A. Discrimination Prohibited. No person in the classified service shall be reduced, or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations, age, race, color, sex, gender identity, sexual orientation, national origin, religion, physical/mental disability, medical condition, and any other protected class as defined by federal and state law.

Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C, which is incorporated by reference to this Memorandum of Understanding, and shall be excluded from the Grievance Procedure.

B. Right to Change Uniform Complaint Procedure. The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C during the term of this agreement, subject to the duty to meet and confer.

C. No Discrimination Because of Union Activity. Neither County nor ACMEA (Sheriff's Non-Sworn Unit) shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in ACMEA (Sheriff's Non-Sworn Unit) activity.

SECTION 3. ASSOCIATION SECURITY

- A. NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by ACMEA (Sheriff's Non-Sworn Unit), the County shall notify such person(s) that ACMEA (Sheriff's Non-Sworn Unit) is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by ACMEA (Sheriff's Non-Sworn Unit) for the sole purpose of joining ACMEA (Sheriff's Non-Sworn Unit) and effecting payroll dues deductions.
- B. NOTICE TO RECOGNIZED ASSOCIATION.** The Sheriff shall post within the employee work or rest area at Santa Rita, North County Jail, Work Furlough, Headquarters, Eden Township Substation, Consolidated Criminal Records, Office of Emergency Services, and the Coroner's Bureau, a notice which sets forth the classifications within each representation unit referred to in Section 1. hereof and the name and address of ACMEA (Sheriff's Non-Sworn Unit). The County shall also give a written notice to ACMEA (Sheriff's Non-Sworn Unit) containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.
- C. MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1. hereof who are members of ACMEA (Sheriff's Non-Sworn Unit) on the date upon which this Memorandum of Understanding is executed or who become members of ACMEA (Sheriff's Non-Sworn Unit) during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.
- D. REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for ACMEA (Sheriff's Non-Sworn Unit) dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the HRS – Employee Benefits Center setting forth his/her desire to revoke said authorization. The HRS – Employee Benefits Center shall promptly forward a copy of said letter to ACMEA (Sheriff's Non-Sworn Unit). No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to ACMEA (Sheriff's Non-Sworn Unit). To be considered, a letter shall be received by the HRS – Employee Benefits Center within the month of July as specified in subsection C.
- Failure to timely notify the HRS – Employee Benefits Center shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the Sheriff's Office to a place or person designated by the HRS – Employee Benefits Center and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt by the County of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.
- E. PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct ACMEA (Sheriff's Non-Sworn Unit) dues from employees' pay in represented classes in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so

deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the units to which employees are assigned.

- F. HOLD HARMLESS.** ACMEA (Sheriff's Non-Sworn Unit) shall indemnify and hold the County, Sheriff, and HRS – Employee Benefits Center harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved ACMEA (Sheriff's Non-Sworn Unit) insurance programs, or from complying with any demand for termination hereunder. 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.

SECTION 4. ASSOCIATION BULLETIN BOARD; MEETINGS; ACCESS TO EMPLOYEES

- A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Sheriff for use by ACMEA (Sheriff's Non-Sworn Unit) to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- B. JOB CONTACTS.** Any authorized representative of ACMEA (Sheriff's Non-Sworn Unit) shall have the right to contact individual employees working within the representation units represented by their organization in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Sheriff who shall grant permission for such contact if, in his judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Sheriff shall have the right to make other arrangements for a contact location removed from the work area. Spontaneous arrivals during business hours at County facilities of ACMEA (Sheriff's Non-Sworn Unit) representatives for the purpose of contacting individual employees without prior approval of the Sheriff will not be allowed. If they do occur, meetings will not take place.

For purposes of this Memorandum of Understanding, "authorized representative of ACMEA (Sheriff's Non-Sworn Unit)" is defined as a paid employee of ACMEA (Sheriff's Non-Sworn Unit) and not a County employee.

- C. MEETINGS.** Meetings of a representative of ACMEA (Sheriff's Non-Sworn Unit) and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 21. hereof. The Sheriff may, upon 48 hours prior notice, allow meetings of a representative of ACMEA (Sheriff's Non-Sworn Unit) and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal ACMEA (Sheriff's Non-Sworn Unit) business.

D. DEPARTMENTAL MEETINGS. Unless otherwise agreed, representatives or employees of ACMEA (Sheriff's Non-Sworn Unit) shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities, except that this Section shall not be deemed to supersede any other Section of the Memorandum or Government Code Section 3500, et seq.

SECTION 5. EMPLOYEE REPRESENTATIVES OF ASSOCIATION

A. EMPLOYEE REPRESENTATIVES of ACMEA (Sheriff's Non-Sworn Unit) bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of ACMEA (Sheriff's Non-Sworn Unit) bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Memorandum of Understanding for review of grievances and contract compliance questions.

B. LIMITATION OF TIME OFF. Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general ACMEA (Sheriff's Non-Sworn Unit) business.

C. PURPOSE. The County recognizes the need and affirms the right of the Association to designate authorized representatives of the Association from among employees in the unit. It is agreed that the Association in appointing such authorized representatives does so for the purpose of promoting effective working relationships.

D. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE ASSOCIATION. The County recognizes the right of the Association to represent employees in connection with grievances which arise under Section 21. of this Memorandum of Understanding.

E. SELECTION OF SITE REPRESENTATIVES. The Association shall reserve the right to designate the method of selection of authorized representatives. The Association shall notify the Employee and Labor Relations Department in writing of the names of the Association representatives and the units they represent. If a change in Association representatives is made, the Employee and Labor Relations Department shall be advised in writing of the Association representative being replaced and the Association representative named to take his/her place. The number of Association representatives shall be mutually agreed upon and a list of Association representatives shall be submitted to the Employee and Labor Relations Department.

F. DUTIES AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVE. The following functions are understood to constitute the complete duties and responsibilities of the Association representative.

1. The employee may be represented by an Association representative at such time as a grievance is reduced to writing and provided to the Agency/Department. The Association representative shall report any release time taken for the purpose of investigating a grievance to his/her supervisor as Association representative leave (payroll code UNI) for timekeeping purposes.

2. Association 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.

SECTION 6. HOURS OF WORK AND REST PERIODS

- A. HOURS OF WORK.** Hours of work in the normal workday shall be 8 hours; the normal workweek shall consist of 40 hours for all employees covered by this Memorandum of Understanding.
- B. REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his/her right to said rest period and any right or compensation therefore. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- C. REQUIRED EQUIPMENT.** Employees are expected to be at their individual work stations with required equipment in operable condition at the scheduled shift starting time.

SECTION 7. OVERTIME AND EMERGENCY COMPENSATION

- A. HOW OVERTIME IS AUTHORIZED.** No employee who is covered by the overtime provisions of the FLSA shall perform overtime work unless such overtime work has been approved by the Sheriff or his/her designee.
- B. OVERTIME WORK DEFINED.** An employee in the classifications of Identification Supervisor, Job Code 1286SM, Emergency Services Dispatch Supervisor, Job Code 1887SM, Inmate Services Program Supervisor, Job Code 6833SM, shall receive premium overtime for all work time worked in excess of the normal work week of 40 hours at the rate of one and one-half times the hourly rate either in cash, in compensating time off or a combination thereof, at the discretion of the Sheriff.

Effective December 31, 2017, paid vacation, management paid leave, floating holiday leave and sick leave shall not count towards the accumulation of the workweek.

- C. RATES DEFINED.** For purposes of this Section, hourly rate shall be defined as follows: for employees working a 40-hour work week, the hourly rate shall be the biweekly rate divided by 80.

D. FRACTIONS OF LESS THAN ONE TENTH HOUR. Overtime payments shall be compensated in cash or time off in increments of 1/10th of an hour.

E. OVERTIME COMPENSATION.

1. Employees who work overtime pursuant to subsection 7.B. above receive overtime compensation in cash, in compensating time off, or a combination thereof, at the option of the Sheriff.
2. There shall be no overtime payment unless the employee has actually worked at least some portion of time during said workweek (e.g., an employee on paid leave only, during an entire work week, is not entitled to any overtime compensation).

Effective December 31, 2017, there shall be no overtime payment unless the employee has actually worked over 40 hours during said workweek, with the exception of holiday leave and compensatory time off.

F. EXEMPT POSITIONS AND WORK SITUATIONS. The following training classes and work situations are exempt from overtime provisions of this Section to the extent allowable under the Fair Labor Standards Act:

Time spent in study courses, seminars and meetings of professional groups.

G. DAYLIGHT SAVINGS TIME. All employees working at the time daylight savings time starts or ends shall be paid for actual time worked and in accordance with Section 7. and its provisions.

H. WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID. Compensating time off 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 circumstance may exist and the department has obtained approval of the Director of Human Resource Services to grant compensating time off in excess of 80 hours.

Scheduling of compensating time off shall be by mutual agreement of the employee and the Sheriff provided that the Sheriff may require the employee adjust his/her work week in order to avoid overtime penalties.

I. EMERGENCY COMPENSATION. Effective April 10, 2016, any employee under Job Code 8724PA (Emergency Services Supervisor) and 8723SM (Senior Emergency Services Coordinator) when assigned to and working more than four (4) hours in an emergency situation, as such emergency situation is determined in the sole discretion of the Sheriff, shall receive an additional 12.1% of the equivalent of the biweekly step five rate of the assigned employee's job code as additional compensation for each shift worked in excess of 40 hours during that work week.

- J.** The parties acknowledge that all classifications subject to Section 7.I. are “overtime exempt” (i.e., exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), and not entitled to overtime under any provision of California state law). Employees holding the classifications under Job Code 8724PA (Emergency Services Supervisor) and 8723SM (Senior Emergency Services Coordinator) are not eligible to receive additional compensation except as expressly provided for in this Section 7.I. Additional compensation as provided for herein shall constitute additional compensation provided to an exempt employee pursuant to 29 C.F.R. §541.604(a), and shall not be deemed to make any employee receiving such compensation “non-exempt” for any purpose.

SECTION 8. HEALTH AND SAFETY

- A. EQUIPMENT.** The County shall comply with all applicable State, Federal and County safety regulations and shall furnish to all employees all safety equipment required by law. Furthermore, the County shall provide all equipment deemed essential by the Sheriff to complete assigned duties.
- B. EQUIPMENT: LIABILITY FOR COSTS OF MISUSE.** Any employee who damages or loses through negligence any equipment issued or provided by the County shall be liable to the County for the actual costs approximately resulting from such misuse or loss. Misuse of a County car is covered under the Alameda County Administrative Code Section 3.32.070 and for the purposes of this subsection 8.B., is not defined as equipment.

SECTION 9. UNIFORMS

- A. ALLOWANCE FOR EMPLOYEES.** Upon completion of 12 continuous months of employment, within the Alameda County Sheriff’s Office, the County shall pay per annum a uniform allowance to each employee on or about the third week of January for the term of the agreement as follows:
- 1. Manager, Emergency Services Dispatch.** The uniform allowance for Manager, Emergency Services Dispatch shall be \$500 per year.

Effective January 1, 2018, the uniform allowance for Manager, Emergency Services Dispatch shall increase to \$550 per year.

Effective January 1, 2019, the uniform allowance for Manager, Emergency Services Dispatch shall increase to \$575 per year.
 - 3. Emergency Services Dispatch Supervisor.** The uniform allowance for Emergency Services Dispatch Supervisor shall be \$500 per year.

Effective January 1, 2018, the uniform allowance for Emergency Services Dispatch Supervisor shall be \$550 per year.

Effective January 1, 2019, the uniform allowance for Emergency Services Dispatch Supervisor shall be \$575 per year.

3. **Supervising Coroner's Investigator.** The uniform allowance for Supervising Coroner's Investigators shall be \$580 per year.
4. **Animal Control Supervisor.** The uniform allowance for Animal Control Supervisor shall be \$480 per year.

The department shall provide the approved specialty uniform to each employee assigned to the units of Crime Lab and Coroner.

- B. TERMINATION AND REINSTATEMENT.** Under no circumstances, however, shall an employee, as a result of termination and subsequent reinstatement, be entitled to payment of a greater uniform allowance than if the employee had remained employed without interruption of service.
- C. REPLACEMENT.** County to replace or repair all uniforms and equipment damaged or lost, provided that the damage or loss occurred in the normal line of duty and that these damages or losses were not caused by or contributed to by any negligence on the employee's part. The determination whether to repair or replace shall be at the discretion of the Sheriff.
- D. UNIFORMS NOT SALARY.** The uniform allowance paid by the County shall not be considered as part of salary.

SECTION 10. HOLIDAYS

A. HOLIDAYS DEFINED

Paid holidays shall be:

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

All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of

thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three or more members of the Board of Supervisors.

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this Memorandum.

- B. FLOATING HOLIDAY.** Employees hired prior to July 1 of each year shall be entitled to four floating holidays, scheduled by mutual agreement of the employee and the Sheriff, and taken within the calendar year. The first four full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holiday. Employees hired after July 1 shall not be entitled to this holiday for the calendar year in which the employee was hired.
- C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 10.D. hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal work week.
- D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

Notwithstanding the observance of holidays specified in subsection 10.D. herein, and including the provisions of subsection 10.C. herein, when December 25, January 1, or July 4 occur 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, the New Year's holiday on January 1 and July 4 on the actual day rather than the County designated day of observance of the holiday.

- E. HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time.

SECTION 11. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. Medical Plan Coverage for Full-Time Employees

The County and covered employees will share in the cost of health care premiums.

- a. For coverage effective April 23, 2017 through January 31, 2019, the County will pay ninety percent (90%) of the total premium of a Health Maintenance Organization (HMO) plan or ninety percent (90%) of the total premium of the lowest cost HMO plan toward the total premium for a Preferred Provider Organization (PPO)/Indemnity Plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a plan year.
- b. For coverage effective February 1, 2019 through January 31, 2023, the County will pay eighty-seven and one half percent (87.5%) of the total monthly premium for coverage at the full-time employee's applicable level of enrollment (i.e. self, self + 1 dependent, family) for an HMO plan offered through the County. Alternatively the County will contribute toward the monthly premium for a PPO/Indemnity Plan offered through the County in an amount not to exceed eighty-seven and one half percent (87.5%) of the monthly premium for coverage at the employee's applicable level of enrollment (i.e. self, self +1, family) of the lowest cost HMO plan offered through the County. The balance of the monthly medical premium will be paid by the employee through payroll deduction.
- c. For coverage effective February 1, 2023, the County will pay eighty-five percent (85%) of the total monthly premium for coverage at the full-time employee's applicable level of enrollment (i.e. self, self + 1 dependent, family) for an HMO plan offered through the County. Alternatively the County will contribute toward the monthly premium for a PPO/Indemnity Plan offered through the County in an amount not to exceed eighty-five percent (85%) of the monthly premium for coverage at the employee's applicable level of enrollment (i.e. self, self +1, family) of the lowest cost HMO plan offered through the County. The balance of the monthly medical premium will be paid by the employee through payroll deduction.
- d. **County Offered Medical Plan.** The County will offer a Health Maintenance Organization ("HMO") medical plan and a Preferred Provider Organization ("PPO") or Indemnity Medical Plan.

In addition, ACMEA Sheriff's Management Non-Sworn Unit (029) may choose OE3 as an alternate to a County offered plan as long as it is available under this MOU.

- e. **Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Options.** For coverage effective April 23, 2017 through January 31, 2019, the County shall contribute the dollar equivalent of ninety percent (90%) of the total monthly premium of the lowest cost HMO plan offered by the County toward monthly premium for Operating Engineers Health and Welfare Trust Plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family). Because the Operating Engineers Health and Welfare Trust Plan includes dental coverage, the County shall also contribute the dollar equivalent of the premium for the County Delta Dental Premier Plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family) toward the monthly premium of the Operating Engineers Health and Welfare Trust Plan, or the premium of the elected Operating Engineer's plan, whichever is lower.

- f. **Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Options.** For coverage effective February 1, 2019 through January 31, 2023, the County shall contribute the dollar equivalent of eighty-seven and one half percent (87.5%) of the total monthly premium of the lowest cost HMO plan offered by the County toward monthly premiums for Operating Engineers Health and Welfare Trust Plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family). Because the Operating Engineers Health and Welfare Trust Plan includes dental coverage, the County shall also contribute the dollar equivalent of the premium for the County Delta Dental Premier Plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) toward the monthly premium of the Operating Engineers Health and Welfare Trust Plan, or the premium of the elected Operating Engineer's plan, whichever is lower.
 - g. **Operating Engineers Health and Welfare Trust Combined Medical and Dental Insurance Plan Options.** For coverage effective February 1, 2023, the County shall contribute the dollar equivalent of eighty-five percent (85%) of the total monthly premium of the lowest cost HMO plan offered by the County toward monthly premiums for Operating Engineers Health and Welfare Trust Plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family). Because the Operating Engineers Health and Welfare Trust Plan includes dental coverage, the County shall also contribute the dollar equivalent of the premium for the County Delta Dental Premier Plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) toward the monthly premium of the Operating Engineers Health and Welfare Trust Plan, or the premium of the elected Operating Engineer's plan, whichever is lower.
2. **Medical Plan coverage for Employees Regularly Scheduled to work less than the Normal Work Week.** Any employee who is regularly scheduled to work less than the normal work week for the job classification but at least fifty percent (50%) of the normal full-time workweek for that classification shall be entitled to elect coverage under a County offered HMO or PPO/Indemnity plan. In lieu of such plans, the employee may elect coverage through the Operating Engineers Health and Welfare Trust Plan as provided in Section 11.A.1.e.f.g. above.
- a. For coverage effective April 23, 2017 through January 31, 2019, the County's contribution toward the provider's premium shall be ninety percent (90%) of the total semi-monthly premium for an HMO plan prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least fifty percent 50% of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/Indemnity plan or the Operating Engineers Health and Welfare Trust Plan, the County will contribute ninety percent (90%) of the total semi-monthly premium of the lowest cost HMO plan toward the total monthly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the

employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full time biweekly pay period for the classification, the employee will be responsible for paying the entire biweekly premium for the benefit. Additionally, for employees who select the Operating Engineers Health and Welfare Trust Plan, the County will contribute a prorated share of the dollar amount of the premium of the County Delta Dental Premier at the corresponding level of coverage. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit and the County will make no contribution.

- b.** For coverage effective February 1, 2019 through January 31, 2023, the County's contribution toward the provider's premium shall be eighty-seven and one half percent (87.5%) of the total semi-monthly premium for an HMO plan prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/Indemnity plan or the Operating Engineers Health and Welfare Trust Plan, the County will contribute eighty-seven and one half percent (87.5%) of the total semi-monthly premium of the lowest cost HMO plan toward the total monthly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire biweekly premium for the benefit. Additionally, for employees who select the Operating Engineers Health and Welfare Trust Plan, the County will contribute a prorated share of the dollar amount of the premium of the County Delta Dental Premier Plan at the corresponding level of coverage. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit and the County will make no contribution.
- c.** For coverage effective February 1, 2023, the County's contribution toward the provider's premium shall be eighty-five percent (85%) of the total semi-monthly premium for an HMO plan prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/Indemnity plan or the Operating Engineers Health and Welfare Trust Plan, the County will contribute eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan toward the total monthly premium, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on

paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire biweekly premium for the benefit. Additionally, for employees who select the Operating Engineers Health and Welfare Trust Plan, the County will contribute a prorated share of the dollar amount of the premium of the County Delta Dental Premier Plan at the corresponding level of coverage. If an employee is not on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefit and the County will make no contribution.

3. **Duplicative Coverage:** This subsection applies to married County employees and employees in domestic partnerships (as defined in Appendix B) who are both employed by the County. The intent of this Section limits married County employees and County employees in domestic partnerships from both covering each other within the same medical plan. Married County employees and employees in domestic partnerships, who are both employed by the County, shall be entitled to one choice from the following list of medical plan coverages:
- i. Up to one full family Indemnity PPO/Indemnity membership.
 - ii. Up to one full family HMO membership - County plan or Operating Engineers plan.
 - iii. Up to one full family HMO membership with up to one full family PPO/Indemnity membership.
 - iv. Up to one full family Operating Engineers – Health and Welfare Trust Plan membership with up to one full family alternative County HMO or PPO plan.
 - v. Up to one full family HMO membership with up to one full family alternative HMO membership.

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

4. **Effect of Authorized Leave Without Pay on Medical Plan Coverage:** Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment 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. The effective date of coverage will be based on guidelines established by the County.

Those whose medical plan coverage was allowed to lapse for a duration greater than three 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 any deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

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

B. DENTAL PLAN OPTIONS.

1. **Dental Plan Coverage for Full-Time Employees:**
 - a. For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the total monthly premium for a County-offered dental plan for eligible full-time employees as well as their eligible dependents, provided that the employee is on paid status at least fifty percent (50%) of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the following County-offered dental plan options listed below.
 - i. A PPO/Indemnity dental plan
 - ii. A pre-paid, closed panel dental plan
 - iii. A supplemental spousal dental plan
 - iv. The Operating Engineers Health and Welfare Trust - This option is only available in combination with the Medical Plan option offered through the Operating Engineers Health and Welfare Trust.

The maximum annual benefit paid for by the County for each covered individual is \$1,550.00

2. **Dental Plan Coverage for Employees Regularly Scheduled to Work Less than the Normal Work Week:** Any employee who is regularly scheduled to work

less than the normal workweek for the job classification but at least fifty percent (50%) of the normal full-time workweek for that classification, who has not elected to enroll in the Operating Engineers and Welfare Trust Plan, shall be entitled to elect coverage under a County-offered dental plan. For coverage through the remaining term of this Memorandum of Understanding, the County shall contribute the semi-monthly premium for a dental plan for **less than full-time** employees and their eligible dependents, provided, however, that the employee is on paid status at least fifty percent (50%) of the normal full-time pay period for the job classification.

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

3. **Duplicative Coverage:** This subsection applies to married County employees and employees in domestic partnerships (as defined in Appendix B), who are both employed by the County. The intent of this section limits married County employees and County employees in domestic partnerships from both covering each other within the same dental plan. Married County employees and employees in domestic partnerships, both employed by the County, shall be entitled to one choice from the following list of dental plan coverages:
 - a. Up to one full family PPO/Indemnity dental plan together with up to one full supplemental spousal plan.
 - b. Up to one full family PPO/Indemnity dental plan together with up to one full pre-paid closed panel dental plan.
 - c. Up to one full pre-paid closed panel dental plan.
 - d. Up to one full family PPO/Indemnity dental plan.

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

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

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

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

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

C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

Benefits Subject to Availability. The foregoing County-offered medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Union of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation. Within seven (7) days after its receipt of such notice, the Union may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.

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

The parties agree that the Memorandum of Understanding shall be reopened on notice to the Union to discuss possible changes in the medical and dental plan design.

SECTION 12. MEALS

An employee whose duties prevent leaving the grounds for meals, shall be entitled to regular meals occurring at the Detention and Corrections facilities during the hours they are on duty at those facilities.

SECTION 13. AFFIRMATIVE ACTION

Both the County and ACMEA (Sheriff's Non-Sworn Unit) hereby recognize and confirm their mutual commitment to the philosophies and policies set forth in the Affirmative Action Program of the County of Alameda.

SECTION 14. COURT APPEARANCES/TESTIMONY

Any employee who is required to testify in connection with an employee's usual, official duties, or in connection with a case in which the County is a party, during his/her normal working hours shall be allowed to do so without any loss of pay.

SECTION 15. ADDITIONAL COMPENSATION

A. Positions Designated Bilingual: Upon the recommendation of the Sheriff and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$40 per biweekly pay period. A person occupying such position having proficiency in three or more languages shall receive \$40 per pay period provided that such person is required to utilize such additional languages in the course of his/her duties for the County.

B. Bilingual Pay for Services Requested: An employee who has taken and passed a bilingual proficiency test coordinated by the Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated an additional \$40 in any pay period in which the employee is directed by the Sheriff to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

SECTION 16. NOTICE OF LAYOFFS

The County shall give reasonable notice to ACMEA (Sheriff's Non-Sworn Unit) before effecting any layoffs which materially affect employees represented under this Memorandum of Understanding. Upon receiving such notice, ACMEA (Sheriff's Non-Sworn Unit) may meet and confer regarding the effect of the layoff.

SECTION 17. LEAVES OF ABSENCE

A. LEAVE MAY NOT EXCEED NINE MONTHS. A leave of absence without pay may be granted by the Sheriff upon the request of the employee seeking such leave, but such leave shall not be for longer than nine months, except as hereinafter provided.

B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT. A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.

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

Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of his/her military orders which specify the dates and duration of such leave. If such employee shall have been continuously employed by the County for at least one year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

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

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

D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE. The Sheriff may grant an employee a leave of absence without pay from his/her position to permit such 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 Sheriff 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 Sheriff to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one year.

G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.

A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.

H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.

An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.

I. DISABILITY LEAVE FOR OTHER EMPLOYMENT.

Anything in this Memorandum of Understanding 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 Sheriff, be granted sick leave of absence without pay during such disability to accept such employment.

J. PREGNANCY & CHILD BONDING LEAVE.

An employee is entitled to a pregnancy and child bonding leave of up to six months. Such an employee may elect to take accrued vacation or compensating time off or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 19 of this Memorandum of Understanding. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Sheriff as allowed by law.

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

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

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

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless the employee is otherwise eligible to use it as provided in subsection 19.A. or H.

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

- L. EFFECT OF LEAVE WITHOUT PAY.** No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay.

SECTION 18. VACATION LEAVE

A. VACATION ACCRUAL

1. Employees who become employed on or after July 3, 1994 shall accrue vacation leave as follows:
 - a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment **up to a maximum accrual balance of four weeks.**
 - b. **Three weeks accrual** – Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment **up to a maximum accrual balance of six weeks.**
 - c. **Four weeks accrual** – Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous

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

- d. **Five weeks accrual** – Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment **up to a maximum accrual balance of ten weeks.**
2. Employees who have been continuously employed since a date preceding July 3, 1994 shall accrue vacation leave as follows:
 - a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
 - b. **Three weeks accrual** – Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
 - c. **Four weeks accrual** – Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 - d. **Five weeks accrual** – Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
 3. Effective December 29, 2019, all employees covered by this MOU shall accrue vacation leave as follows:
 - a. **Two weeks accrual** - Employees shall accrue two weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four weeks.
 - b. **Three weeks accrual** - Employees shall accrue three weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six weeks.
 - c. **Four weeks accrual** - Employees shall accrue four weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight weeks.
 - d. **Five weeks accrual** - Employees shall accrue five weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten weeks.

Effective December 29, 2019, the provisions of subsection 18.A.1. and 18.A.2. shall no longer apply.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

1. An employee who accrues vacation leave under Section 18.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.

Employees who accrue vacation leave under Section 18.A.1 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which permit further vacation accrual. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

2. An employee who accrues vacation leave under Section 18.A.2. 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 vacation earned during the two years of employment preceding such separation.

Employees who accrue vacation leave under Section 18.A.2. 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. The Sheriff 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.

3. Effective December 29, 2019, for all persons covered by this MOU.

An employee who accrues vacation leave pursuant to subsections 18.A.3, and who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A," for unused vacation accrued to the date of his/her separation provided that such entitlement shall not exceed the employee's applicable maximum vacation balance as set forth in subsection 18.C.

Employees who accrue vacation leave under Section 18.A.3. shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which permit further vacation accrual. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

Effective December 29, 2019, the provisions of subsection 18.B.1. and 18.B.2. above shall no longer apply.

C. LIMITATION ON UNUSED VACATION LEAVE BALANCES.

1. Effective December 29, 2019, for all employees covered by this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to reduce their accrued vacation leave balances to levels which do not exceed their maximum balance, Department Heads will make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

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

2. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.

Employees hired on or after December 29, 2019, and who come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in Section 18.A.3 above shall be subject to provisions outlined in Section 18.A.3 above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of two times the accrual rate, he/she shall have his/her vacation balance reduced and subject to the maximum balance as provided in Section 18.C. effective the pay period containing January 1 of the calendar year following his/her appointment into the bargaining unit to allow time for the employee to reduce his/her balance below the cap. The vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance in Section 18.A.3. (by placing the excess vacation in a departmental catastrophic sick leave pool) and the County will thereafter have no obligation with respect to the vacation leave affected by the adjustment. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

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

E. MAXIMUM VACATION LEAVE. An employee shall be allowed to take one and one-half times his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Sheriff may take vacation in excess of one and one-half times his/her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.

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

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

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

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

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

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

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

K. VACATION PURCHASE PLAN

1. Full-time employees accruing vacation at the two week per year rate and subject to this MOU may elect to purchase, during Open Enrollment, one additional week of vacation

over and above their regular entitlement as set forth in this MOU. Part-time, intermittent and employees accruing vacation at greater than two weeks per year may not purchase vacation.

2. An employee purchasing or using purchased vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. An employee will not be eligible to receive holiday pay if Vacation Buy hours are used the day before and/or the day after a holiday. In addition, holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.

The County retains the right to eliminate vacation purchase upon appropriate notice to the union, and after meeting and conferring if requested, during the term of this agreement.

SECTION 19. SICK LEAVE

- A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee or exposure to contagious disease.
- B. EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service and working full time, and otherwise subject to the provisions of this Memorandum of Understanding.
- C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.
 1. **Amount and Duration of Payment.** 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 Workers' 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, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary

(the amount of sick leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office).

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 19.D. hereof, for the first three work days of such incapacity.

For injuries that occur on or after June 27, 2010, such employees shall be entitled to receive industrial sick leave wage continuation commencing with the fourth calendar day of the incapacity. The industrial sick leave wage continuation shall be equal to the difference between 75% of his/her normal salary and the amount any Worker's Compensation temporary disability payments to which such employee is entitled during such disability. This period shall not exceed two hundred seventy (270) days from the date of sickness or injury resulting in the incapacity. Following two hundred seventy (270) days, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee up to no more than 75% of the normal salary received at the time of the injury. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays, and holiday in-lieu time.

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 19.D. hereof, for the first three work days of such incapacity.

Part-time employees' supplemental industrial sick leave shall be calculated on a pro-rated basis.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 19.C.1. to an employee:
 - a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
 - b. Whose injury or illness has become permanent,
 - 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 or pension,

- e. Who unreasonably refuses to accept other County employment for which he/she is not substantially disabled,
 - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense,
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and,
 - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **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.
4. **Leave for Medical Treatment.** Employees with an approved Workers' Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Sick Leave with pay under the following conditions:
- a. Treatments are being authorized under Workers' Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. The leave applies only to the actual treatment time and reasonable travel time not to exceed 30 minutes to and 30 minutes from the medical facility. Such leave shall be granted for up to 6 months from the date of injury but shall not be granted once an employee is declared permanent and stationary. In no event shall leave under this subsection and the employee's actual work time exceed the employee's normally scheduled workday.

D. CUMULATIVE SICK LEAVE PLAN. Each employee shall accumulate sick leave with pay entitlement at the rate of 4 hours for each full biweekly pay period on paid status. The Sheriff shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.

In addition, an employee shall receive 50% service credit for their total sick leave balance at the time of retirement.

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 19.D., restored to him/her for use as provided in this section.

An employee, as defined in Section 19.B, who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

F. MEDICAL REPORT. The Sheriff as a condition of granting sick leave with pay may require medical evidence of sickness or injury acceptable to the Department.

G. FAMILY SICK LEAVE. Employees, as defined in Section 19.B, are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child), a spouse, (husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix E or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.

H. DEATH IN IMMEDIATE FAMILY. Leave of absence with pay because of death in the immediate family of a person in the County service may be granted by the Sheriff for a period not to exceed five days. 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 days 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 B, child of domestic partner, son, stepson, daughter, stepdaughter, brother, sister, grandparents, grandchild, 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.

I. SICK LEAVE DAYS OR FRACTIONS OF DAYS. Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.

SECTION 20. WAGES

- A.** Effective November 5, 2017, the base salaries for all represented classifications in the ACMEA Sheriff’s Non-Sworn Unit 029 shall be increased by 4%

Effective November 4, 2018, the base salaries for all represented classifications in the ACMEA Sheriff’s Non-Sworn Unit 029 shall be increased by 3%

Effective November 3, 2019, the base salaries for all represented classifications in the ACMEA Sheriff’s Non-Sworn Unit 029 shall be increased by 3%

Effective November 1, 2020, the base salaries for all represented classifications in the ACMEA Sheriff’s Non-Sworn Unit 029 shall be increased by 3%

Effective October 31, 2021, the base salaries for all represented classifications in the ACMEA Sheriff’s Non-Sworn Unit 029 shall be increased by 2%

Effective October 30, 2022, the base salaries for all represented classifications in the ACMEA Sheriff’s Non-Sworn Unit 029 shall be increased by 2%

B. SPECIAL ADJUSTMENTS

In addition to the general base wage increase, the following classifications will receive a special salary adjustment as follows:

Job Code	Classification	Eff. 11/5/17	Eff. 11/4/18	Eff. 11/3/19	Eff. 11/1/20	Eff. 10/31/21
1286	Identification Supervisor	3%	3%	2%	2%	1.5%
1288	Central ID Bureau Manager	3%	3%	2%	2%	1.5%
1887	Emergency Services Dispatch Supervisor	2%	1%	1%	1%	1%
1889	Manager, Emergency Services Dispatch	2%	1%	1%	1%	1%
8526	Supervising Criminalist	2%	1%	1%	1%	1%

- C.** Effective April 7, 2003, for those employees in Representation Unit 029 who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association (ACERA), the County shall pay a portion of the employee’s contribution to the Alameda County Employee Retirement Association in an amount equal to three percent (3%) of the employee’s salary.

Employees who are Tier IV members of the Alameda County Employee Retirement Association (ACERA) are excluded from the provisions of this section.

- D. Effective April 7, 2003, for those current employees in Representation Unit 029 who are 30 year members of the Alameda County Employee Retirement Association (ACERA), and do not make contributions to the Alameda County Employee Retirement Association (ACERA) because they are 30 year members, the County shall contribute an amount equal up to three percent (3%) of the employee's salary into a 401A plan pursuant to IRC 414 (h)(2).

Employees who are Tier IV members of the Alameda County Employee Retirement Association (ACERA) are excluded from the provisions of this section.

- E. The County contribution set forth in Section 22.C. and D. above shall be for full time employees in Representation Unit 029 on full time paid status. If the employee is on paid status less than full time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full time pay period for the job classification.

SECTION 21. GRIEVANCE PROCEDURE

A. DEFINITION. A grievance under this Memorandum of Understanding is limited to only those instances where an employee, a group of employees or ACMEA (Sheriff's Non-Sworn Unit) alleges in writing that the County has failed to provide a condition of employment specifically set forth in this Memorandum of Understanding, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, and provided that the enjoyment of such right is not made subject to the discretion of the Sheriff or the County; and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

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

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

1. **Step One:** An employee having a grievance shall first informally discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of subsection 21.C. and may thereafter file a grievance in writing with his/her immediate supervisor within seven working days of the date of such informal discussion. Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to

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

3. **Step Three:** The section head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.
4. **Step Four:** The division head, or corresponding administrative level, shall have seven working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal with the Sheriff.
5. **Step Five:** The Sheriff shall have seven working days in which to review, hold a hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Sheriff, 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 Sheriff and the employee or his/her representative.

D. ASSOCIATION GRIEVANCE. ACMEA (Sheriff's Non-Sworn Unit) may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Sheriff or the County. Such ACMEA (Sheriff's Non-Sworn Unit) grievance shall be filed with the Sheriff and heard and determined pursuant to the third step of the grievance procedure.

E. WAIVER OF APPEAL STEPS. If the grievance is not resolved after the first-line supervisor has answered it in writing, ACMEA (Sheriff's Non-Sworn Unit) and the Sheriff may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.

F. INFORMAL REVIEW BY DIRECTOR. In the event that the grievance is not resolved at Step 5 of subparagraph C. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the Agency/Department Head made pursuant to said subparagraph C., request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or his/her designee, shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services, or his/her designee, shall have twenty working days in which to review and seek adjustment of the grievance.

G. BINDING ARBITRATION OF GRIEVANCES. In the event that the grievance is not resolved at the informal review hearing of subparagraph F. herein, the grievant or his/her representative may, within 30 days after receipt of the decision of the Director of Human Resource Services, or his/her designee, pursuant to said subparagraph F., request that the grievance be heard by an arbitrator.

H. SELECTION OF ARBITRATOR. The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his/her representative. If the Director of Human Resource Services and the employee, or his/her representative, are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.

I. DUTY OF ARBITRATOR. Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Ordinance, or any State statute or regulation unlawful.

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

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

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

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

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

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

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

This provision does not establish any limit for liability accruing after a grievance is filed.

An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the 60-day period as set forth herein.

N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, the provisions of Section 1. of this Memorandum of Understanding shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 3.04.020. of the Alameda County Administrative Code, which is not a party to this Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, ACMEA (Sheriff's Non-Sworn Unit) shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsection 21.C. 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 22. MILEAGE

A. MILEAGE RATES PAYABLE. The mileage reimbursement rate to be paid to employees covered by this Memorandum shall be the rate as prescribed by the Board of Supervisors.

B. MINIMUM ALLOWANCE. An employee who is required by the Sheriff 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. REIMBURSEMENT FOR PROPERTY DAMAGE. In the event that an employee, required or authorized by the Sheriff 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 up to the employee's own insurance deductible, but 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 Sheriff within thirty (30) days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 23. DISABILITY INSURANCE BENEFITS

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

B. DISABILITY INSURANCE BENEFITS.

1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.
2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.**
An employee otherwise eligible for disability insurance benefits shall have the choice of:
 - (a) not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Sheriff, discretionary major medical supplemental paid sick leave, or
 - (b) applying for disability insurance benefits and the using of accrued paid sick leave, and, with the consent of the Sheriff, vacation leave, compensating time off, floating holiday pay, and/or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two and divided by 80. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth of an hour), represented by the amount paid as such supplement.

3. **Amount of Supplement.** The amount of the supplement provided in subsection 23.B.2.b. 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 the educational incentive, Explosive Ordinance, and bilingual differential pay, and the "weekly benefit amount" multiplied by two and divided by 80.
4. **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 the proportion 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.

5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 11., 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 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 full-time work.

6. **Holidays 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, the holiday shall be prorated in proportion to the amount paid to the employee as a supplement to the disability insurance benefit from accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances on the day before and the day after the holiday.

SECTION 24. 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 he/she 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, a long-term major physical impairment or disability.

Eligibility:

- A.** 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.
- B.** The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C.** A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
- D.** A recipient employee is eligible to receive 180 working days of donated time per employment.
- E.** Donations shall be made in full-day increments of 8 hours for full-time employees, and in increments of four hours for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. In addition, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
- F.** The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- G.** The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- H.** The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
- I.** The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.
- J.** 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 25. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan shall continue to participate in such plan as may be amended from time-to-time at the sole discretion of the Board of Supervisors.

Effective January 1, 2017, the County contribution toward M-designated benefits shall be \$3100 per calendar year, for the Cafeteria Benefits Plan.

Effective Plan Year 2017, the County Allowance includes dependent care and adoption assistance.

SECTION 26. SHERIFF DEFINED

"Sheriff," as used in this Memorandum of Understanding, shall mean the Sheriff or designee of the Sheriff.

SECTION 27. EFFECT OF LEGALLY MANDATED CHANGES

In the event that on or after the effective date of this Memorandum of Understanding, 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 become 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 28. NO STRIKE - NO LOCKOUT

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned work station, during the life of this Memorandum of Understanding. ACMEA (Sheriff's Non-Sworn Unit) agrees to assist the County in enforcing the provision of this Section.

SECTION 29. 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 enforcement of any provision shall be restrained by any tribunal, the remainder of this Memorandum of Understanding shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

SECTION 30. 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 Alameda County Management Employees Association (Sheriff's Non-Sworn Unit), affiliated with Operating Engineers Union Local No. 3 of the International Association of Operating Engineers, AFL-CIO for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance or resolution which shall incorporate this Memorandum of Understanding into the Alameda County Administrative Code either in full or by reference.

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in effect to and including June 10, 2023.

Signed and entered into this 27th day of September, 2017.

FOR COUNTY OF ALAMEDA

Danett Murray

Cynthia Baron

Midi Hui

J. Kallal

Joseph Angelo
JOSEPH ANGELO, Director
Human Resource Services

Approved as to Form:
DONNA ZIEGLER, County Counsel

Donna Ziegler

**FOR ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION (SHERIFF'S
NON-SWORN UNIT 029) affiliated with
OPERATING ENGINEERS UNION LOCAL
NO. 3 of the INTERNATIONAL UNION
OF OPERATING ENGINEERS, AFL-CIO**

Karl Carroll OE3

Carleen Pto

G. Dean Whit

Shay Dawson

APPENDIX A

Listed herein are all those Alameda County job classifications represented by the Alameda County Management Employees Association in Representation Unit 029. These salaries are established by the Alameda County Board of Supervisors and are effective on the date shown.

ITEM	MC TITLE	EFFECTIVE DATE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
8167	SM Animal Control Supervisor						
		11/05/2017	2128.80	2222.40	2320.00	2424.00	2536.80
		11/04/2018	2192.80	2288.80	2389.60	2496.80	2612.80
		11/03/2019	2258.40	2357.60	2461.60	2572.00	2691.20
		11/01/2020	2326.40	2428.00	2535.20	2648.80	2772.00
		10/31/2021	2372.80	2476.80	2585.60	2701.60	2827.20
		10/30/2022	2420.00	2526.40	2637.60	2756.00	2884.00
1288	SM Central ID Bureau Manager						
		11/05/2017	3116.00	3264.80	3426.40	3598.40	3782.40
		11/04/2018	3305.60	3463.20	3634.40	3817.60	4012.80
		11/03/2019	3472.80	3638.40	3818.40	4010.40	4215.20
		11/01/2020	3648.00	3822.40	4011.20	4212.80	4428.80
		10/31/2021	3776.80	3957.60	4152.80	4361.60	4585.60
		10/30/2022	3852.00	4036.80	4236.00	4448.80	4677.60
6660	PA Chaplain						
		11/05/2017	2481.60	2625.60	2760.80	2902.40	3044.00
		11/04/2018	2556.00	2704.00	2844.00	2989.60	3135.20
		11/03/2019	2632.80	2784.80	2929.60	3079.20	3229.60
		11/01/2020	2712.00	2868.00	3017.60	3171.20	3326.40
		10/31/2021	2766.40	2925.60	3077.60	3234.40	3392.80
		10/30/2022	2821.60	2984.00	3139.20	3299.20	3460.80
0405	PA Crime Analyst						
		11/05/2017	2516.80				3370.40
		11/04/2018	2592.00				3471.20
		11/03/2019	2669.60				3575.20
		11/01/2020	2749.60				3682.40
		10/31/2021	2804.80				3756.00
		10/30/2022	2860.80				3831.20
8527	SM Crime Laboratory Director						
		11/05/2017	4624.00	4862.40	5110.40	5364.80	5638.40
		11/04/2018	4762.40	5008.00	5264.00	5525.60	5807.20
		11/03/2019	4905.60	5158.40	5421.60	5691.20	5981.60
		11/01/2020	5052.80	5312.80	5584.00	5861.60	6160.80
		10/31/2021	5153.60	5419.20	5696.00	5979.20	6284.00
		10/30/2022	5256.80	5527.20	5809.60	6098.40	6409.60

1887	SM	Emergency Serv Dispatch Supvrs					
		11/05/2017	3096.80	3232.00	3349.60	3540.80	3716.80
		11/04/2018	3221.60	3362.40	3484.80	3684.00	3866.40
		11/03/2019	3351.20	3497.60	3625.60	3832.00	4022.40
		11/01/2020	3486.40	3638.40	3772.00	3986.40	4184.80
		10/31/2021	3591.20	3748.00	3885.60	4107.20	4311.20
		10/30/2022	3663.20	3823.20	3963.20	4189.60	4397.60
8724	PA	Emergency Services Supervisor					
		11/05/2017	3380.80				4283.20
		11/04/2018	3482.40				4412.00
		11/03/2019	3587.20				4544.00
		11/01/2020	3695.20				4680.00
		10/31/2021	3768.80				4773.60
		10/30/2022	3844.00				4868.80
1286	SM	Identification Supervisor					
		11/05/2017	2636.80	2756.80	2895.20	3039.20	3192.00
		11/04/2018	2797.60	2924.00	3072.00	3224.00	3386.40
		11/03/2019	2939.20	3072.00	3227.20	3387.20	3557.60
		11/01/2020	3088.00	3227.20	3390.40	3558.40	3737.60
		10/31/2021	3196.80	3341.60	3510.40	3684.00	3868.80
		10/30/2022	3260.80	3408.80	3580.80	3757.60	3946.40
6833	SM	Inmate Services Programs Sup					
		11/05/2017	2689.60	2830.40	2976.80	3120.00	3273.60
		11/04/2018	2770.40	2915.20	3066.40	3213.60	3372.00
		11/03/2019	2853.60	3002.40	3158.40	3310.40	3472.80
		11/01/2020	2939.20	3092.80	3252.80	3409.60	3576.80
		10/31/2021	2997.60	3154.40	3317.60	3477.60	3648.00
		10/30/2022	3057.60	3217.60	3384.00	3547.20	3720.80
1889	SM	Manager, Emerg Serv Dispatch					
		11/05/2017	3584.80	3740.80	3908.00	4097.60	4298.40
		11/04/2018	3728.80	3891.20	4065.60	4263.20	4471.20
		11/03/2019	3879.20	4048.00	4228.80	4435.20	4652.00
		11/01/2020	4035.20	4211.20	4399.20	4613.60	4839.20
		10/31/2021	4156.80	4338.40	4532.00	4752.80	4985.60
		10/30/2022	4240.00	4424.80	4622.40	4848.00	5085.60
8723	SM	Senior Emergency Svcs Coord					
		11/05/2017	2836.00	2975.20	3128.00	3275.20	3448.80
		11/04/2018	2920.80	3064.80	3221.60	3373.60	3552.00
		11/03/2019	3008.80	3156.80	3318.40	3475.20	3658.40
		11/01/2020	3099.20	3251.20	3417.60	3579.20	3768.00
		10/31/2021	3160.80	3316.00	3485.60	3650.40	3843.20
		10/30/2022	3224.00	3382.40	3555.20	3723.20	3920.00

8528	SM Supervising DNA Criminalist						
		11/05/2017	4244.80	4456.80	4680.00	4913.60	5160.80
		11/04/2018	4372.00	4590.40	4820.80	5060.80	5316.00
		11/03/2019	4503.20	4728.00	4965.60	5212.80	5475.20
		11/01/2020	4638.40	4869.60	5114.40	5368.80	5639.20
		10/31/2021	4731.20	4967.20	5216.80	5476.00	5752.00
		10/30/2022	4825.60	5066.40	5320.80	5585.60	5867.20
8526	SM Suprvsing Criminalist						
		11/05/2017	3839.20	4032.80	4228.80	4444.00	4668.80
		11/04/2018	3993.60	4195.20	4399.20	4623.20	4856.80
		11/03/2019	4154.40	4364.00	4576.80	4809.60	5052.80
		11/01/2020	4321.60	4540.00	4761.60	5003.20	5256.00
		10/31/2021	4452.00	4677.60	4905.60	5154.40	5414.40
		10/30/2022	4540.80	4771.20	5004.00	5257.60	5522.40

APPENDIX B

DOMESTIC PARTNERS

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

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

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

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

APPENDIX C

Chapter 3.48

EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

This procedure shall not apply to complaints relating to matters within the jurisdiction of the civil service commission under the Charter until and unless the commission elects to make this procedure applicable to such complaints. In such event, the findings and decision of the hearing officer or arbitrator shall be made to the commission for final determination. This procedure shall apply to complaints of discrimination pursuant to grievance procedures set forth in memorandums of understanding only in the event that such memorandums specifically

provide for its application to such complaints. In the event that the use of this procedure is not adopted by the commission or specified by the applicable memorandum of understanding, an aggrieved person who elects to pursue an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

A. An aggrieved person may contact the designated equal employment opportunity counselor no later than thirty (30) days from the alleged discrimination, except that when the action complained of is a specific personnel action, of which the employee has notice, such as a promotion, demotion, rejection for appointment, or disciplinary action, the contact with the designated equal employment opportunity counselor may be made no later than ten days from the alleged discrimination. The equal employment opportunity counselor shall consult with the aggrieved person and, after making necessary inquiries, shall counsel him on the issues of the case, and seek informal resolution of the problem. The equal employment opportunity counselor shall keep a record of counseling activities and shall advise the aggrieved person of the formal complaint process and of his or her right to file complaints thereunder, under civil service rules, under an applicable memorandum of understanding, or pursuant to state and federal statutes. The equal employment opportunity counselor shall complete the informal pre-complaint counseling within fifteen (15) working days of being contacted by the aggrieved person.

B. Resolving Formal Complaints.

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

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

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

4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing

Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.

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

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

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MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
SHERIFF'S MANAGEMENT NON-SWORN UNIT 029
AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

VACATION SELLBACK

September 27, 2017

The parties agree that the allowable vacation sellback for the Alameda County Management Employees Association (ACMEA) Sheriff's Management Non-Sworn Unit shall be fifteen (15) days for the term of the 2017 - 2023 Memorandum of Understanding.

FOR THE COUNTY:

Guido

FOR ACMEA Sheriff's Non-Sworn Unit 029:

Paul Carroll DE3

DATE: 9/27/2017

DATE: SEPT 27, 2017

ALAMEDA COUNTY BOARD OF SUPERVISORS
MINUTE ORDER

The following action was taken by the Alameda County Board of Supervisors on 10/10/2017

Approved as Recommended Other

Read title, waived reading of ordinance in its entirety and adopted Ordinance O-2017-48

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

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

Documents accompanying this matter:

Ordinance: O-2017-48

Documents to be signed by Agency/Purchasing Agent:

File No. 29986

Item No. 18

Copies sent to:

Special Notes:



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

ATTEST:
Clerk of the Board
Board of Supervisors

By: _____

R. Bailey
Deputy

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2017**

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

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

Tnguyen 021810

v.payroll\prcalendar\ppcalendar_master-1 (2016-2022)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2018

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

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

nguyen 021810 (updated 091013)

V:\Payroll\PRCalendar\PPCalendar_Master1 (2016-)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2019

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

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

tguyen 021810 (032414)

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2020**

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

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

tguyen 021810 (032414)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2021

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

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

tguyen 021810 (updated 070115)

V:\Payroll\PRCalendar\PPCalendar_Master1 (2016-)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2022

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

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

nguyen 021810 (updated 070115)

V:\Payroll\PRCalendar\PPCalendar_Master1 (2016-)

COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2023

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

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