

# MEMORANDUM OF UNDERSTANDING

DEPUTY SHERIFFS' ASSOCIATION  
OF ALAMEDA COUNTY



**AND**

THE COUNTY OF ALAMEDA



June 24, 2012 -- June 21, 2025

2012 – 2025  
MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY  
AND  
THE COUNTY OF ALAMEDA

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY  
AND  
THE COUNTY OF ALAMEDA**

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "County," and the Deputy Sheriffs' Association of Alameda County, hereafter designated as the "Association," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period June 24, 2012 through June 21, 2025, for those employees working in representation units referred to in Section 1. (Recognition) hereof.

**SECTION 1. RECOGNITION**

The County recognizes the Association as the exclusive bargaining representative for all permanent and probationary employees in Bargaining Unit 013, (Sheriff Recruit and Deputy Sheriff) and Supervisory Unit S13 (Sergeant) hereinafter designated as employee(s).

**SECTION 2. NO DISCRIMINATION**

- 2.A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his or her political or religious opinions or affiliations, or because of age, race, color, sex, gender identify, national origin, sexual orientation, or religion physical/mental disabilities, medical conditions, and/or any other protected class as defined by federal and state laws. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix D, which is incorporated by reference to this MOU, and shall be excluded from the Grievance Procedure. The County shall have the right to modify the Uniform Complaint Procedure during the term of this MOU subject to the duty to meet and confer.
- 2.B. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.** Neither County nor employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Association activity.

**SECTION 3. ASSOCIATION SECURITY**

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION:** The Sheriff's Office shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1. hereof and which includes any classification existing in the Sheriff's Office, and the name and address of the recognized employee organization for each such unit. The Sheriff's Office shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Association is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Association. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable, provided the employee pays Association dues.
- 3.B. PAYROLL DEDUCTIONS AND PAYOVER:** Upon certification from the Association that an employee has signed an authorization for the deduction of association membership dues and/or designated fees, the County shall deduct the appropriate Association dues or fees and premiums for

approved insurance programs as established and as may be changed from time to time by the Association from employee's pay in conformity with State and County regulations. The County shall promptly remit such dues or fees to the Association. Employee requests to cancel or change membership dues deductions must be directed to the Association, rather than to the County.

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

- 3.C. HOLD HARMLESS:** The Association shall defend, indemnify, and hold the County of Alameda and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of dues deductions and/or from complying with any Association requests for dues deductions or revocations made pursuant to this Section (Association Security), provided that the County provides notice to the Association within thirty (30) days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes the Association's obligation to indemnify the County of all costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, the Association shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds Association dues or fees, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

#### **SECTION 4. ASSOCIATION BULLETIN BOARD, CONTACTS, MEETINGS AND DATA**

- 4.A. BULLETIN BOARDS.** Reasonable space shall be allowed at each work site for a locked bulletin board (purchased and maintained by the Association) as specified by the Sheriff for use by the Association to communicate with departmental employees. Material shall be posted within the locked 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.
- 4.B. JOB CONTACTS.** Any authorized representative of the Association shall have the right to contact individual employees working within the representation unit 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 Association 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 MOU, "authorized representative of the Association" is defined as a paid employee of the Association and not a County employee.

- 4.C. MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 26. (Grievances) hereof or to present at the Sheriff Office New Hire Orientation when a new employee is in attendance. The Sheriff may, upon timely application (48 hours prior) allow meetings of a representative of the Association 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 Association business. The Sheriff shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice of such meetings and agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with County regulations for assignment and use of such facilities.

**4.D. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of the Association 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 MOU or Government Code Section 3500, et seq.

**4.E. DATA TO THE ASSOCIATION:** The Employee Benefits Center shall provide a list of the names, classifications, department, work location, work telephone number(s), home address and home telephone number(s), work and personal email address on file with the County of all existing Association members four (4) times annually in accordance with the Sideletter of Agreement addressing the Association Access to New Employee Orientation.

In accordance with the California Public Records Act Section 6254.3(a)(3), the parties agree that if an employee takes affirmative action to complete the "Election Regarding Contact Information" form, the County shall not disclose to the Association the employee's home address and personal telephone number(s). The County acknowledges that employees may change this election by submitting a written request to the Sheriff to release his or her home address and personal telephone number(s) to the Association and such change will take effect at the next regular contact information update to the Association.

## **SECTION 5. RELEASE TIME**

**5.A. BARGAINING, GREIVANCE, CONTRACT COMPLIANCE; MEET AND CONFER; LMC; AND NEW EMPLOYEE ORIENTATION.** Employee members of the Association 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 members of the Association bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions or to present at the Sheriff's Office New Hire Orientation when a new employee occupying a classification represented by the Association is in attendance. In no event, however, shall the number of employee members provided time off pursuant to this Section exceed four (4) employees for any one (1) meeting.

To obtain permission to present at the New Employee Orientation, the Association designated representative shall request release time to the authorized representative in the Sheriff Office Human Resources Section, at least three (3) working days prior to the orientation or as soon as practicable, who shall coordinate with the appropriate supervisor of the Association representative.

1. Time Coding: Employee members of the Association engaged in investigation of a grievance or present at the Sheriff's Office New Hire Orientation when a new employee occupying a classification represented by the Association is in attendance, shall report such time as payroll code UNI for timekeeping purposes. Employee members of the Association who participate in the meet and confer process and/or participate on a labor-management committee (LMC), must report such time as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

**5.B. ASSOCIATION BUSINESS LEAVE BANK.** Effective with the first full pay period in January of each year through the duration of this MOU, employees represented by the Association shall have two (2) hours deducted from their accrued floating holiday leave balance and deposited in the

Association Business Leave Bank. Once deposited, such hours are non-refundable and shall be converted to the recipient employee's hourly value on a dollar-for-dollar basis when utilized.

No more than 2080 hours shall be available for the aforementioned purposes in any calendar year. The Sheriff agrees to supplement hours available in the leave bank, through the internal provision of release time, so that the total number of recipient employee hours available equals 2080 for each calendar year.

Such deposited time is intended for the sole and exclusive use of the Deputy Sheriff Executive Board at the discretion of the DSA Board of Directors, for Association administrative activities and, unless release time is otherwise granted by the Sheriff's Office independent of the 2080 maximum, for the sole purpose of attendance at meetings, seminars, conferences or conventions on behalf of the Association.

## **SECTION 6. HOURS OF WORK, SHIFT, SCHEDULES, AND REST PERIODS**

- 6.A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Sheriff shall prepare a schedule showing the hours each employee who is covered by this MOU is to work. Except under unforeseeable circumstances, the Sheriff shall make every reasonable effort to assure that no employee shall have more than one (1) change of work schedule in any workweek. Fourteen (14) days advance notice of departmental work schedule changes and seventy-two (72) hours advance notice of intra-unit work schedule changes shall be mandatory. An employee may voluntarily request to change assignments prior to the conclusion of the notice period. Otherwise, no departmental or intra-unit schedule change will become effective except for unforeseeable circumstances, until the respective mandatory notice period has transpired.
- 6.B. HOURS OF WORK.** Unless otherwise set forth in subsection 7.K. (Alternate Biweekly Work Schedules), hours of work in the workday shall be eight (8) hours; the workweek shall consist of 40 hours for employees covered by this MOU.
- 6.C. ASSIGNING WORK SHIFTS.** In assigning work shifts, the Sheriff or his or her designee will give due regard to assigning shifts which will not disrupt or interrupt any employee's education or training programs and schedules.
- 6.D. REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three (3) 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 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.
- 6.E. 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**

- 7.A. REGULAR WORK SCHEDULE REQUIRED.** Work for the County by an employee at times other than those so scheduled as provided in subsection 6.A. (Work Schedule and Change of Shift) shall be approved in advance by the Sheriff or his or her designee, in cases of unanticipated emergency, shall be approved by the Sheriff or his or her designee after such emergency work is performed.
- 7.B. HOW OVERTIME IS AUTHORIZED.** No employee shall perform overtime work unless such overtime work has been approved by the Sheriff or his or her designee.

**7.C. OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed pursuant to subsections 7.A. (Regular Work Schedule Required) and 7.B. (How Overtime is Authorized) of this Section in excess of the work hours set forth in subsection 6.B. (Hours of Work) of this MOU and as specified in the Fair Labor Standards Act regarding hours worked in excess of 171 hours in a 28 day work period. Overtime work shall be kept to a minimum. Wherever feasible and appropriate, the Sheriff shall adjust work schedules to eliminate the need for overtime work.

**7.D. OVERTIME PAYMENT.**

1. Except for employees assigned to an alternate biweekly work schedule as defined in subsection 7.K (Alternate Biweekly Work Schedules) of this MOU, all overtime work shall be compensated at the rate of one and one-half (1.5) times the hourly rate either in cash, in Compensatory Time Off (CTO), or a combination thereof. Overtime compensation in cash shall be paid within four (4) weeks from the date the overtime was worked.
2. Notwithstanding subsection 7.H. (Exempt Positions and Work Situations), employees who are scheduled to work 81 or 84 hours biweekly as defined in subsection 7.K. (Alternate Biweekly Work Schedules) of this MOU, shall be compensated for the one (1) or four (4) hours of scheduled time in excess of 80 biweekly hours at the employee's straight overtime rate of pay and shall be compensated in cash or CTO at the option of the employee, and shall only be eligible for overtime, at the rate of one and one-half (1.5) times the hourly rate as defined in 7.E.1., for hours worked in excess of their scheduled pay period of 81 or 84 hours. Such overtime shall be compensated in cash, in CTO, or a combination thereof, at the option of the Sheriff.
3. Notwithstanding subsection 7.H. (Exempt Positions and Work Situations), employees who are scheduled to work an alternate work schedule of 44 hours one (1) week and 36 hours in the next week as defined in subsection 7.K. (Alternate Biweekly Work Schedules) of this MOU, shall be entitled to overtime at the rate of one and one-half (1.5) times the hourly rate as defined in 7.E.1., for all hours worked in excess of their scheduled pay period of 80 hours. Such overtime shall be in cash, in CTO, or a combination thereof, at the option of the Sheriff.

**7.E. RATES DEFINED.**

1. For purposes of this Section, hourly rate shall be defined as follows:
  - a. For employees working a 40-hour workweek, the hourly rate shall be the biweekly rate divided by 80.
  - b. For employees assigned to the alternate biweekly work schedule defined in subsection 7.K. (Alternate Biweekly Work Schedules), the hourly rate shall be defined as the biweekly rate shown in Appendix A divided by 80.
2. For purposes of this Section, the Fair Labor Standards Act regular rate of pay shall be defined as follows: An employee's regular rate of pay shall include in addition to his or her hourly rate as defined above, any applicable salary ordinance footnote and any applicable premium payment pursuant to Sections 13 (Educational and Career Incentive Plans), 15 (Explosive Ordinance Disposal Team), 18 (Court Appearances/Testimony), and subsections 20.A. (For Temporary Assignment to a Higher-Level Position), 20.B. (Bilingual Pay), and 20.C. (Field Training Officer Assignment) of this MOU.

**7.F. FRACTIONS OF LESS THAN ONE-TENTH (1/10<sup>th</sup>) HOUR.** Overtime payments shall be compensated in cash or time off in increments of 1/10th hour.

**7.G. OVERTIME COMPENSATION.** All employees shall receive overtime compensation in cash, in compensatory time off, or a combination thereof, at the option of the employee as follows and consistent with subsection 7.J. (When Compensatory Time Off May be Taken or Paid) herein:



1. The method of compensation for cash payment of overtime worked shall be as follows:
  - a. Employees covered by the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half (1.5) for overtime work as provided in subsection 7.J. (When Compensatory Time Off May Be Taken or Paid) below based on the hourly rate defined in subsection 7.E. (Rates Defined) provided, however, that time and one-half (1.5) the employees Fair Labor Standards Act regular rate of pay defined in subsection 7.E. (Rates Defined) shall be paid for all actual hours worked in excess of 171 hours (excluding holidays and paid leave time) as provided in the Fair Labor Standards Act Law Enforcement 28 Day Work Period.
  - b. Employees exempt from the overtime provisions of the Fair Labor Standards Act shall be paid time and one (1.5) half for all overtime worked as provided in subsection 7.E. (Rates Defined) based on the hourly rate defined in subsection 7.E.1.

**7.H. EXEMPT POSITIONS AND WORK SITUATIONS.** The following 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.

**7.I. 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. (Overtime) and its provision. Employees shall be allowed to work their full shift or, with advance notice to the Sheriff's Office, take CTO, vacation, or in-lieu holiday time off, at the employee's option.

**7.J. WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID.** CTO earned may be accrued to a maximum of 120 hours, and any employee who has accumulated 120 hours of CTO shall be paid in cash for all subsequent overtime worked until such time as the employee's CTO balance is reduced below 120 hours.

Scheduling of CTO shall be by mutual agreement of the employee and the Sheriff or his or her designee provided that the Sheriff or his or her designee may require that an employee adjust his or her work week in order to avoid overtime penalties.

An employee covered by the overtime provisions of the Fair Labor Standards Act who has accrued CTO in accordance with this subsection shall upon separation from County service be paid for unused CTO at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three (3) years of employment or the final regular rate received by such employee, whichever is higher.

**1. Compensatory Time Off Accrual and Use for Non-Industrial Leave:** An employee who receives prior written approval from the Sheriff or his or her designee for continuous leave as provided in subsections 22.C. (Military Leave); 22.L. (Pregnancy & Child Bonding Leave); 22.M. (Child Bonding Leave); or the Federal Family and Medical Leave Act (FMLA) and who is required to remain off work for more than two (2) consecutive weeks, may exceed the CTO maximum accrual noted in 7.J. (When Compensatory Time Off May be Taken or Paid) above, to a maximum of 240 hours. An employee who receives approval under this subsection 7.J.1., shall utilize his or her CTO before utilizing his or her accrued vacation. Upon return from the approved leave as provided herein, the employee shall have his or her CTO balance, in excess of the 120 hours maximum accrual authorized in subsection 7.J. (When Compensatory Time Off May be Taken or Paid) paid in cash at the employee's regular rate of pay.

**7.K. ALTERNATE BIWEEKLY WORK SCHEDULES.**

1. Notwithstanding subsections 6.B. (Hours of Work) and 7.C. (Overtime Work Defined) of this MOU, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work of 81 or 84 hours which includes one (1) or four (4) hours of scheduled straight overtime.

2. Notwithstanding subsections 6.B. (Hours of Work) and 7.C. (Overtime Work Defined) of this MOU, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 48 hours one week and 36 hours in the other week of the pay period. The regular biweekly work schedule includes four (4) hours of scheduled straight overtime.
  3. An employee on the foregoing alternate biweekly work schedules of 81 or 84 hours who is absent from work on paid leave for only one (1) scheduled shift in the pay period will be charged eight (8) hours from the appropriate leave balance.
  4. An employee on the foregoing alternate biweekly work schedules of 81 or 84 hours who is absent from work on paid leave for more than one (1) scheduled shift in the pay period will have 8 hours subtracted from the appropriate leave balance for the first shift of absence and for each subsequent shift of absence in the pay period, the actual hours scheduled will be subtracted from the appropriate leave balance.
  5. An employee on the foregoing alternate biweekly work schedules who is normally scheduled to work on a day on which a holiday falls, and who is absent on that day shall be considered to be on holiday leave and shall not be entitled to more than eight (8) hours off for the holiday. Notwithstanding subsection 22.H. (Leave of Absence to Accept Appointment to Another Position in the Classified Service) and unless the employee's absence is the first absence in the pay period, the employee shall be required by submission of either a CTO request or vacation request (if there is no accrued CTO) to make up during the pay period in which the holiday falls, the difference between eight (8) hours and the length of the shift which the employee would have worked except for the holiday leave. In the event that the employee has no accrued CTO or vacation, the difference between eight (8) hours and the length of the shift which the employee would have worked except for the holiday leave and notwithstanding Administrative Code Section 3.16.030 shall be reported as leave of absence without pay.
  6. Notwithstanding subsections 6.B. (Hours of Work) and 7.C. (Overtime Work Defined) of this MOU, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 8 ten hour shifts in the biweekly pay period. The regular biweekly work schedule shall not exceed 80 hours. The employee shall be entitled to the payment of overtime only after working in excess of 80 hours in the pay period.
  7. Notwithstanding subsections 6.B. (Hours of Work) and 7.C. (Overtime Work Defined) of this MOU, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 44 hours one week and 36 hours in the other week of the pay period. The regular biweekly work schedule shall not exceed 80 hours. The employee shall be entitled to the payment of overtime only after working in excess of 80 hours in the pay period.
  8. The Sheriff, shall, in his or her discretion, determine which, if any, classifications and positions shall be eligible for the alternate biweekly work schedule, and retains the right, upon appropriate notice to the Association and after meeting and conferring if requested by the Association, to make changes in the classifications and positions eligible for such alternate biweekly work schedule or to eliminate the program in its entirety.
- 7.L. COMPENSATORY TIME OFF USE RESTRICTION.** The express purpose of overtime/ CTO is to provide compensation for hours worked in excess of the employee's normal hours in a pay period and is not for the purpose of modifying an employee's established, recurring work schedule. In order to ensure the appropriate accrual and application of overtime/CTO, the following exclusions and restrictions shall apply to all employees covered by this MOU.
1. Overtime worked while on vacation, floating holiday, or in-lieu holiday time shall only be paid in cash.

2. While on a CTO status, in-lieu holiday, or vacation, employees shall be authorized to work overtime only while staffing Sheriff's Office approved special events (e.g., Coliseum Security Detail the County Fair, mutual aid, etc.).
3. Overtime worked in the same pay period in which CTO or sick leave is used shall be paid in cash.
4. If management can document that an employee is utilizing overtime/CTO in a way that, on any recurring basis, modifies their established, recurring work schedule, management shall have the prerogative to, with advance notice to the employee, compel that all overtime worked by this employee be paid only in cash for whatever period of time management deems appropriate. In no case shall this period of time exceed one (1) year.

#### **SECTION 8. HEALTH AND SAFETY**

- 8.A. EQUIPMENT.** The County shall comply with all applicable State, Federal and County safety regulations and shall furnish to all employees all safety equipment by law. Furthermore, the County shall provide all equipment deemed essential by the Sheriff to complete assigned duties.
- 8.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 proximately resulting from such misuse or loss. Misuse of a County car is covered under the Alameda County Administrative Code Chapter 3.32 and for the purposes of this subsection 8.B. (Equipment: Liability for Costs of Misuse) is not defined as equipment.

#### **SECTION 9. UNIFORMS**

- 9.A. ALLOWANCE.** Upon completion of 12 continuous months of employment, the County shall pay per annum a uniform allowance to each employee in the amount of \$1,250.

The amount of the annual uniform allowance shall be paid in two (2) installments. One-half (1/2) of the allowance shall be paid the first pay day in June and one-half (1/2) of the allowance shall be paid on the first pay day in December.

Newly-hired Deputy Sheriffs or Recruits upon successful completion of the Academy, shall receive a uniform allowance in the amount of \$1,000.00. These employees shall be entitled to the next regular bi-annual uniform allowance provided that at least six (6) months have elapsed since receipt of the initial uniform allowance.

The Sheriff or his or her designee shall provide the additional specialty uniform to each employee assigned to the units of K-9, Marine Patrol, Training, SRU, EOD, Hostage Negotiations, Motorcycle, Bicycle and Helicopter.

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.

- 9.B. 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 deliberate negligence on the employee's part. The determination whether to repair or replace shall be at the discretion of the Sheriff or his or her designee.
- 9.C. UNIFORMS NOT SALARY.** The uniform allowance paid by the County shall not be considered as part of salary.

**SECTION 10. HOLIDAYS**

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

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

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

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 MOU.

**10.B. FLOATING HOLIDAYS.** Eligible employees will be allocated three (3) floating holidays, the equivalent of 24 hours, and effective January 1, 2021, eligible employees shall be allocated four (4) floating holidays, the equivalent of 32 hours, as provided in this MOU to be scheduled by mutual agreement between the employee and the Sheriff or his or her designee and taken within the period between January 1<sup>st</sup> and December 31<sup>st</sup> of each year. Each employee hired prior to July 1 of each year shall be entitled to the floating holidays. Employees hired after July 1 will not be entitled to the floating holidays for the calendar year in which they were hired. The first 24 hours (or 32 hours effective January 1, 2021) of vacation or CTO taken during each calendar year shall be charged as floating holiday time. Any floating holiday not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

Less than full-time eligible employees shall be entitled to prorated floating holidays based on a proration of the hours the employee is regularly scheduled to work as of January 1.

Floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's full-time status. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

For an employee assigned to the alternate biweekly work schedule defined in subsection 7.K. (Alternate Biweekly Work Schedules), a floating holiday shall be the number of floating holiday hours charged as provided in subsections 7.K.2. and 7.K.3.

**10.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 10.D. (Holidays to be Observed on Work Days) 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 workweek.

**10.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 (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

Notwithstanding the observance of holidays specified in subsection 10.D. (Holidays to be Observed on Work Days) herein, and including the provisions of subsection 10.C. (Number of Holidays for Shift Workers) 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.

## **10.E. HOLIDAY COMPENSATION.**

### **1. Holidays Not Worked**

- a. When a holiday is celebrated on an employees' regular scheduled day-off, employees shall receive eight (8) hours pay (or accrued as in-lieu holiday time off at the option of the employee), at the premium rate of time and one-half (1.5).
- b. When a holiday is celebrated on an employees' regularly scheduled work day, and such employee is assigned, or receives approval to take the day off, one of the following shall occur:
  - (1) In the event that the employee defined above is assigned to an 84 hour alternative staffing position, and in the event that the holiday which is to be taken off falls on the employee's first scheduled work day of a pay period, the employee shall receive eight (8) hours straight-time holiday compensation and shall not receive the additional four (4) hours of straight-time overtime normally accrued during the pay period.
  - (2) Notwithstanding subsection 10.E.1.b.(1) above, in the event that the employee defined above is assigned to an 84 or an 80 hour work schedule, the employee shall receive eight (8) hours of straight-time holiday compensation and the following shall occur:
    - a) Two (2) or four (4) hours (depending upon shift assignments of ten (10) or twelve (12) hours), of CTO, in-lieu holiday time off or vacation time off will be deducted from the employee's leave balance.

### **2. Holiday Pay**

- a. Employees shall receive premium holiday pay (or accrued as in-lieu holiday time off at the option of the employee), at the rate of time and one-half (1.5) for their entire regularly scheduled work shift, provided that the scheduled work shift begins between the hours of 0001 and 2400 on the day on which a holiday is celebrated.
- b. Employees who begin their regularly scheduled work shifts between the hours of 0001 and 2400 on the day before a holiday is celebrated shall not receive premium holiday pay (time and one-half (1.5)) for any portion of their work shift, regardless of the fact that some portion of their work shift may occur on the day on which a holiday is celebrated.

### **3. Holiday Overtime**

- a. Employees shall be compensated at a premium of two and one-half (2.5) times their normal rate of pay (or in-lieu holiday time off at the option of the employee), for any hours worked beyond their regularly scheduled work shift (before or after their regularly scheduled work

shift), when such additional work hours occur between 0001 and 2400 on the day on which a holiday is celebrated.

**SECTION 11. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND COUNTY ALLOWANCE**

**11.A. HEALTH PLAN COVERAGE.**

The County offers Health Maintenance Organization (HMO) medical plan options. At least one (1) option shall include, but not limited to, a plan with the following co-payments: office visit \$15 per visit, emergency room up to \$50 per visit, and prescription coverage. Alternative plan options listed in subsection 11.A.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as provided in subsection 11.A.1 (Payment of Premiums) below.

1. **Payment of Premiums:** Effective July 1, 2018, the County shall contribute eighty-five percent (85%) of the total semi-monthly medical premium for an HMO plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family).
2. **Proration:** The County contribution (in subsection 11.A.1 (Payment of Premiums)) shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying 100% of the semi-monthly medical premium for the benefit.
3. **Duplicate Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix C), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26, when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one (1) choice from the following list of medical plan coverages:

- a. Up to one (1) full family HMO plan;
- b. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

4. **Effect of Leave Without Pay and Re-Enrollment:** Employees on leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 11.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay. Employees

who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage medical plan during Open Enrollment.

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

5. **Special Enrollment Due to Change in Status:** To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the Employee Benefits Center (EBC) within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.
6. **Open Enrollment:** Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
7. **Continuing Coverage Due to Layoff:** Employees laid off as a result of a reduction in force will be entitled to one (1) month of County-paid medical plan coverage equal to the medical plan coverage the month prior to layoff.

#### 11.B. DENTAL PLANS.

The County offers both a Dental Health Maintenance Organization (DHMO) and a Preferred Provider Organization (PPO) dental plan options. Alternative plan options listed in subsection 11.B.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

1. **Payment of Premiums:** The County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not in paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

Effective Plan Year 2012, the PPO dental annual maximum allowable shall be \$1450.

2. **Duplicate Coverage:** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix C), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one (1) choice from the following list of dental plan coverages:

- a. Up to one (1) full family PPO plan together with up to one (1) PPO supplemental plan;
- b. Up to one (1) full family PPO plan together with up to one (1) full family DHMO plan;

- c. Up to one (1) full family DHMO plan; or
- d. Up to one (1) full family PPO plan.

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

3. **Effect of Leave Without Pay and Re-Enrollment:** Employees who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period due to leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who lose their dental plan coverage for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) 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 employees whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate. The effective date of coverage will be based on guidelines established by the County.

4. **Special Enrollment due to Change in Status:** To make changes to employee benefits elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the Employee Benefits Center (EBC) within thirty (30) days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.
5. **Open Enrollment:** Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.
6. **Orthodontic Coverage:** An orthodontics policy is available for the employee and their dependents. Premiums shall be paid by all employees through payroll deductions. Premium payments shall be established through agreement with the orthodontic coverage provider. This policy is subject to premium costs, eligibility requirement, age limitations, coverage exclusions and all other provisions set forth in the applicable insurance contracts.
7. **Dental Benefits Subject to Availability.** The foregoing County-offered benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.
- 11.C. **CHANGES IN MEDICAL AND DENTAL COVERAGE.** The County and the Association agree that this MOU shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the medical and dental plan benefits and contribution rates.
- 11.D. **VISION PLAN.** Employees shall be eligible to participate in the Alameda County Voluntary Vision Plan. The premium cost shall be paid by the employee.
- 11.E. **SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 11.A. (Medical Plans) and have alternate medical coverage, are eligible to enroll in the Share the Savings Plan if they choose to waive their County-sponsored medical coverage or reduce



their applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to subsection 11.E.2 (Proration).

- 1. Tiers and Monthly Stipend:** The County's Share the Savings Plan tiers and monthly stipend amounts for each eligible employee are as follows:

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

- 2. Proration:** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.
- 3. Effects of Leave Without Pay:** Employee is on leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 11.E.2. (Proration).

**11.F. CAFETERIA BENEFIT PLAN.** Employees shall be eligible to participate in the County's Cafeteria Benefit Plan. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service (IRS) Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary, to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 11.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

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

- Medical
- Vision
- Supplemental Employee Group Life Insurance

The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate pre-tax salary contributions towards eligible Health Care and/or Dependent Care Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 11.G.4. (Unallocated and/or Unused Funds).

**11.G. COUNTY ALLOWANCE.**

To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 11.F. (Cafeteria Benefit Plan) above), the County provides eligible employees with a County Allowance each calendar year. County contributions are made on a semi-monthly basis and subject to proration (as outlined in subsection 11.G.2. (Proration)).

- 1. Annual Allowance:** The annual County Allowance amount shall be six-hundred dollars (\$600) effective Plan Year 2012 through 2025.

- 2. Proration:** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount stipulated in subsection 11.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 11.G.1. (Annual Allowance) minus the sum of the County Allowance received by the employee during the portion of the calendar year preceding termination.

- 3. Limitation:** Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to his or her County Allowance allocation or Flexible Spending Accounts during the plan year.
- 4. Unallocated and/or Unused Funds:** Failure by the employee to allocate his or her County Allowance to the eligible benefits noted in subsection 11.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid as after-tax earnings on a semi-monthly basis.

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

## **SECTION 12. LIFE INSURANCE**

Except for Intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, basic group life insurance coverage of \$12,000 will be provided to each employee who meets the County enrollment requirements. The County shall continue to pay necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. Life Insurance is subject to policy eligibility requirements, age limitations, coverage exclusions, conversion rights and all other provisions set forth in the Evidence of Coverage.

Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees in increments of \$10,000, not to exceed the lesser of three (3) times annual base salary or \$300,000.

Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.

## **SECTION 13. EDUCATIONAL AND CAREER INCENTIVE PLANS**

The parties agree to continue in full force and effect during the life of this MOU the educational incentive program as outlined in detail in Appendix B of this MOU.

**SECTION 14. CALL-BACK PAY**

Any employee who has departed from his work location and is called back to work shall be guaranteed a minimum of three (3) hours compensation at the premium overtime rate. An employee called back to duty earlier than scheduled shall be compensated at the premium rate for only those hours worked prior to the beginning of the employee's regular shift.

**SECTION 15. EXPLOSIVE ORDNANCE DISPOSAL TEAM**

Each employee, when assigned to the Explosive Ordnance Disposal Team, shall receive a five percent (5%) footnote per pay period over their base rate of pay.

**SECTION 16. MEALS**

Each employee whose duty assignment requires him/her to work at any Detention and Corrections Facility or Alameda County Medical Center shall be entitled to regular meals occurring at each said facility, during the hours they are on duty at such facilities.

**SECTION 17. EQUAL OPPORTUNITY**

Both the County and the Association 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 18. COURT APPEARANCES/TESTIMONY**

Any employee who is required to appear or 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 or her normal working hours shall be allowed to do so without any loss of pay.

**18.A.** Any employee required to appear or testify in person as defined in this Section on a day which is the employee's regularly scheduled day off, shall be guaranteed a minimum of four (4) hours compensation at the premium overtime rate. Any employee required to testify via telephone shall be guaranteed a minimum of two (2) hours compensation at the premium overtime rate.

**18.B.** Any employee required to appear or testify as defined in this Section on a day which is the employee's regularly scheduled work day, shall be compensated as follows:

1. Any employee assigned to the midnight shift, and any employee assigned to the swing shift whose court appearance is greater than 4 hours prior to the beginning of their scheduled shift, shall be guaranteed a minimum of four (4) hours compensation at the premium overtime rate. Any employee required to testify via telephone shall be guaranteed a minimum of two (2) hours compensation at the premium overtime rate.
2. Any employee assigned to the day shift, or any employee assigned to the swing shift whose court appearance is less than four (4) hours prior to the start of or after the end of their shift shall be compensated at premium pay for only those hours the employee is required to appear or testify in court prior to the beginning of or after the end of their scheduled work hours. Any employee required to testify via telephone shall be guaranteed a minimum of two (2) hours compensation at the premium overtime rate.

**SECTION 19. STANDBY PAY**

Unless otherwise provided in the Salary Ordinance, employees who are required to perform standby duty shall be compensated at the rate of one-eighth (1/8<sup>th</sup>) pay for such duty.

**SECTION 20. ADDITIONAL COMPENSATION****20.A. FOR TEMPORARY ASSIGNMENT TO A HIGHER-LEVEL POSITION.**

1. An employee specifically assigned on a temporary basis to a higher level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher level position provided that all of the following criteria are met:
  - a. The full range of duties of the higher-level position has been specifically assigned in writing by the Sheriff.
  - b. Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this Section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.
2. Compensation for temporary assignment to a higher-level position shall be as follows:
  - a. The service in such position exceeds 10 days in any 12-month period, and payment shall be retroactive to the first day of such services in a 12-month period.
  - b. The rate of pay pursuant to this Section shall be calculated as though the employee had been promoted to the higher-level position. Since out-of-class pay is an assignment rather than a Civil Service appointment to the position, the employee is not eligible for step increases which apply to the higher level position, but continues to receive step increases for the lower level position, if the employee is otherwise eligible for step increases in the lower level position.
  - c. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
    - i. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
    - ii. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, that if any absence exceeds 5 consecutive workdays, the employee shall be paid for such absence in excess of 5 workdays at the employee's regular non-out-of-class rate.
  - d. Time worked in a higher-level assignment in excess of the work week affixed to the employee's Civil Service appointed position shall be compensated pursuant to the provisions of Section 7. (Overtime) hereof.

**20.B. BILINGUAL PAY.**

1. **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 \$40.00 per biweekly pay period.

2. **Bilingual Pay for Services Requested:** An employee who has taken and passed a bilingual proficiency test coordinated by the County 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 \$40.00 in any pay period in which the individual 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 individual's bilingual competency shall not be subject to the grievance procedure.
- 20.C. FIELD TRAINING OFFICER ASSIGNMENT.** An employee occupying a position under Item 8604 and designated as a Field Training Officer or a Jail Training Officer, shall receive a five percent (5%) footnote per pay period over their regular rate of pay. An employee occupying a position under Item 8617 and designated as a Supervisor Field Training Officer or a Supervisor Jail Training Officer, shall receive a five percent (5%) footnote per pay period over their regular rate of pay.
- 20.D. CANINE UNIT ASSIGNMENT.** An employee occupying a position under Job Code 8604 and assigned to the Canine Unit, shall receive a minimum of three and one-half (3.5) hours overtime (5.25 straight time hours) per pay period, and additional overtime with supervisory approval, over their regular rate of pay for care of their dog beyond normal working hours. An employee occupying a position under Job Code 8617 and assigned to supervise the Canine Unit, shall receive a five percent (5%) footnote per pay period over their regular rate of pay.
- 20.E. PREMIUM PAY.** An employee on vacation or CTO who works a different shift than normally scheduled or the same shift at a different work assignment, shall receive premium pay (time and one-half (1.5)) for all hours worked on that shift. Similarly, an employee on vacation or CTO who is assigned to work the Coliseum or Alameda County Fair detail, shall receive premium pay (time and one-half (1.5)) for all hours worked.

## **SECTION 21. NOTICE OF LAYOFFS**

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

## **SECTION 22. LEAVES OF ABSENCE**

- 22.A. LEAVE MAY NOT EXCEED SIX (6) 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 six (6) months, except as hereinafter provided.
- 22.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- 22.C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of his or 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 (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.

2. During the period specified in subsection 22.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday 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 a minimum length of service, time spent on military leave shall be eligible for inclusion in the length of service calculation.

- 22.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Sheriff may grant an employee a leave of absence without pay from his or 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.
- 22.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 (1) year.
- 22.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 (1) year.
- 22.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.
- 22.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 or 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.
- 22.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Sheriff, for the duration of said employee's assignment to the special project.
- 22.J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his or 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.
- 22.K. DEATH IN IMMEDIATE FAMILY.** A regular scheduled employee may be granted up to five days (5) of leave of absence with pay by the Sheriff because of death in the immediate family. For purposes

of this Section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the Appendix C), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law, father-in-law or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, or sister-in-law.

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

For employees assigned to a biweekly work schedule defined in subsection 7.K. (Alternate Biweekly Work Schedules), the hours charged against a leave of absence under this subsection 22.K. (Death in Immediate Family) shall be as provided in subsections 7.K.3. and 7.K.4.

**22.L. PREGNANCY & CHILD BONDING LEAVE.** An employee is entitled to receive a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or CTO or sick leave, when eligible, during the period of pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to subsection 24.F. (Cumulative Sick Leave Plan) of this MOU. 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 or his or her designee 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 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.

Pregnant employees may, at their discretion and for their safety concerns, notify the Sheriff of their pregnancy for consideration for reassignment to an appropriate duty assignment.

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

**22.M. CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner or adoptive parent is entitled to child bonding leave of up to six (6) months, within one (1) 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 or his or her designee as allowed by law

An employee may elect to take accrued vacation or CTO during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless the employee is otherwise eligible to use it as provided in subsection 24.K. (Family Sick Leave). 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 or 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 or her best effort herein, shall not be subject to the grievance procedure.

**22.N. 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 23. VACATION LEAVE**

**23.A. VACATION ACCRUAL.**

1. Employees shall accrue vacation leave as follows:
  - a. **Two (2) Weeks Accrual** — 3.077 hours for each biweekly pay period on paid status until completion of 104 biweekly pay periods of continuous employment up to a maximum accrual of 160 hours.
  - b. **Three (3) Weeks Accrual** — 4.615 hours for each biweekly pay period on paid status after completion of 104 biweekly pay periods of continuous employment and until completion of 286 biweekly pay periods of continuous employment up to a maximum accrual of 240 hours.
  - c. **Four (4) Weeks Accrual** — 6.154 hours for each biweekly pay period on paid status after completion of 286 biweekly pay periods of continuous employment and until completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 320 hours.
  - d. **Five (5) Weeks Accrual** — 7.692 hours for each biweekly pay period on paid status after completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 400 hours.

**Exemption:** Employees continuously employed since a date preceding July 3, 1994 shall not be subject to the above accrual caps until June 1, 2025.

2. **Employee Entry Into Bargaining Units Covered By This MOU:** This subsection applies to those hired as employees of Alameda County on or after January 10, 2010 who enter a bargaining unit covered by this MOU and come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in subsections 23.A.1 above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of the two (2) times accrual rate, he/she shall have his or her vacation balance reduced and subject to the maximum balance as provided in subsection 23.A.1 by the pay period containing January 1 of the year following his or her appointment into the bargaining unit. The vacation leave balance of any employee which exceeds the maximum balance allowable will be paid to the maximum balance provided in subsection 23.A.1. 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.

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

1. An employee who accrues vacation leave under subsection 23.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 or her separation.

Employees who accrue vacation leave under subsection 23.A.1. shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will 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 subsection 23.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 or her separation, provided that such entitlement shall not exceed vacation earned during the two (2) years of employment preceding such separation.

Employees who accrue vacation leave under subsection 23.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. An employee who accrues vacation leave under subsection 23.A.2. who has received pay pursuant to Labor Code section 4850 for a period of at least 6 months during the 18 months which precede the date of his or her retirement or other termination shall be entitled to cash payment of untaken vacation leave accrued as of the commencement of such section 4850 pay, within the limitations provided above, plus the amount of vacation accrued from and after the date such section 4850 commences.
- 23.C. VACATION SELLBACK.** A Deputy Sheriff or Sergeant may receive the equivalent cash payment of up to 120 hours per fiscal year, in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the normal work week for which the employee is normally scheduled to work. Requests for vacation sellback are irrevocable.
- 23.D. DATE WHEN VACATION CREDIT STARTS.** Vacation credit shall begin on the first day of employment.
- 23.E. MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half (1.5) times his or 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 (1.5) his or her annual vacation accrual during any calendar year, if he/she has accumulated sufficient unused vacation leave.
- 23.F. DEFINITIONS.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work. For employees assigned to the alternate biweekly work schedule defined in subsection 7.K. (Alternate Biweekly Work Schedules), "working day" shall mean any day upon which an employee would normally be required to work except that for purposes of defining paid leave, the hours shall be as provided in subsections 7.K.3. and 7.K.4.
- 23.G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which a person is laid off because his or her services are not needed, and time during which a person is temporarily not employed by the County, if followed by reemployment within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section, provided, further, that, for purposes of qualifying for twenty working days' vacation leave, where a person has been employed by the County without interruption for the past ten (10) years, all service of such employee shall be deemed to have been continuous.
- 23.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 or her vacation leave in any calendar year in up to six (6) vacation leave segments.

The Sheriff, at his or her discretion, may grant an employee additional segments of vacation.

- 23.I. PERSONAL LEAVE.** An employee shall be allowed two (2) days in any calendar year from his or her regular vacation allowance for personal leave. For an employee assigned to the alternate biweekly work schedule defined in subsection 7.K. (Alternate Biweekly Work Schedules) a personal leave day shall be the number of personal leave hours charged against the employee's vacation balance as provided in subsections 7.K.3. and 7.K.4.

The Sheriff or his or her designee 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 (1/2) day or more.

- 23.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 person would have been entitled to receive, including premium pay, while in active service during such vacation period.

- 23.K. RESTORATION OF CUMULATIVE VACATION BALANCES.** An employee who was employed less than six (6) months in County service and who is laid off due to a reduction in force, within three (3) years of the date of layoff and who is returned to County service from layoff status shall have the balance of unused cumulative vacation leave accrued pursuant to subsection 23.A. (Vacation Accrual) restored to him/her for use as provided in this Section.

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

- 23.M. VACATION PURCHASE PLAN.** Full-time employees in Alameda County Deputy Sheriffs' Association accruing vacation at the two (2) weeks per year rate may elect to purchase one (1) additional week of vacation subject to approval by the Sheriff over and above their regular entitlement as set forth in paragraph A hereof. Employees accruing vacation at the three (3) weeks per year rate or more, part-time, and intermittent employees may not purchase vacation. The additional week if approved by the Sheriff may be purchased in the following manner:

On or before the biweekly pay period nearest October 1 of any year, an eligible employee shall submit a written request to the Sheriff stating his or her desire to purchase one (1) extra week of vacation. Such vacation must be purchased in a one (1) week increment. Employees will then pay for the vacation time purchased in equal installments during the calendar year. The additional week of vacation, once purchased, may be taken with the employee's regular vacation entitlement.

Employees eligible for vacation purchase may elect to purchase one (1) week of vacation under the Vacation Purchase Plan during Open Enrollment. To be eligible to purchase vacation for the upcoming Plan Year, an employee must have completed payment for any previous vacation purchased by the end of the current Plan Year. As a further condition, to be eligible to purchase one (1) week of vacation, an employee must have no more than one (1) week of unused purchased vacation three (3) pay periods prior to the start of Open Enrollment.

On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased as defined in subsection 23.H (When Vacation May Be Taken). The County shall make deductions from the pay of such employee in the amount of the value of one (1) or two (2) weeks of salary in 24 equal installments. In the event an employee uses their purchased vacation time, and leaves the employment of the County prior to paying for the additional vacation, the employee agrees as a condition of participation that the County will recover the unpaid cost from the employee, including deducting any sum owed to the County from the employee's final pay warrant.

1. Except for Personal Leave granted under subsection 23.I. (Personal Leave), purchased vacation must be utilized before vacation balances accrued pursuant to subsection 23.A. (Vacation Accrual) are utilized. In the event that an employee has exhausted vacation balances accrued pursuant to subsection 23.A. (Vacation Accrual), then purchased vacation may be utilized for Personal Leave granted under subsection 23.I. (Personal Leave).
2. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued pursuant to subsection 23.A. (Vacation Accrual). Said combined vacation balance shall be subject to the cash payment limitations of subsection 23.B. (Cash Payment In Lieu of Vacation Leave) hereof.
3. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the County reserves the right to recover the cost from the employee, including deducting any sum owed from the employee's final pay warrant.
4. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future pay warrants in order to recover the cost of the purchased vacation.
5. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, she or he shall carry over his or her purchased vacation balance in the same number of days and fractions of days.
6. In the event that an employee becomes ineligible for this program, the County reserves the right to adjust the purchased vacation balance and/or deductions.
7. In the event that an employee experiences a pay rate change during the plan year, the total annual cost of the vacation purchase will remain the same as at the time of enrollment.

Effective Plan Year 2011, and for any purchased vacation balance used on or after December 12, 2010, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay periods in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. As a result, the employee shall be responsible for payment, on a prorated basis, of the County's full premium contribution for bi-weekly time coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the biweekly 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 county seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

The County and the Association agree that this Section M (Vacation Purchase Plan) of the MOU may be unilaterally subject to being reopened at the County's request to meet and confer regarding possible changes related to Vacation Purchase.

#### **SECTION 24. SICK LEAVE**

- 24.A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury other than an industrial 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.
- 24.B. SICK LEAVE NOTIFICATION BY EMPLOYEE.** An employee who will be on sick leave shall provide the following minimum time notice to a supervisor at his or her duty station, except in extreme

unforeseen circumstances: at all 24 hour duty stations, a one (1) hour notice; at all other duty stations, sick leave notice to be provided within the first-half (1/2) hour of the scheduled shift.

- 24.C. 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 MOU.
- 24.D. SHERIFF DEFINED.** "Sheriff," as used in this MOU, shall mean the Sheriff or designee of the Sheriff.
- 24.E. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** If an employee is incapacitated by sickness or injury received in the course of his or her employment, he/she shall be entitled to the benefits provided for him/her by the California Labor Code Section 4850, et seq. in lieu of sick leave.
1. Notwithstanding subsection 24.A. (Sick Leave Defined), safety members who are subject to the provisions of California Labor Code 4850 and who have filed an application for a service connected disability retirement with Alameda County's Employee Retirement Association, shall be eligible to utilize their sick leave balance to qualify for the Advanced Disability Pension payments as provided in the California Labor Code 4850.4.
  2. Notwithstanding subsection 24.A. (Sick Leave Defined), safety members who are subject to the provisions of California Labor Code 4850 and who have not filed an application for service retirement with Alameda County's Employee Retirement Association, may, subsequent to exhaustion of 4850 pay benefits, use a maximum of 240 hours and, at the sole discretion of the Sheriff, up to an additional 160 hours (up to 400 hours total) of sick leave in order to remain in a pay status.
- 24.F. 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 up to a maximum accumulation of 1,240 hours (equivalent to 155 - 8 hour work days) of unused sick leave with pay entitlement. The Sheriff shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his or her accumulated unused sick leave with pay entitlement.
- 24.G. CONVERSION OF SICK LEAVE TO IN-LIEU HOLIDAY TIME.** When an employee's sick leave balance accrued pursuant to subsection 24.F. (Cumulative Sick Leave Plan) hereof reaches 1,240 hours, 40 hours shall be deducted from said sick leave balance and shall be converted to 8 hours of in-lieu holiday time.
- 24.H. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employee's Retirement System and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.
- 24.I. DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE.** The Sheriff, in his or her sole discretion, may grant to an employee discretionary major medical, supplemental paid sick leave. The Sheriff's determination to deny major medical supplemental sick leave shall be final and non-grievable.
1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975 through September 2, 1979.
  2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.
  3. **Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:

- a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to subsection 24.F. (Cumulative Sick Leave Plan) hereof, including sick leave bonuses,
- b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
- c. the injury or illness was not incurred in the course of employment, AND
- d. the employee has not incurred a break in service subsequent to June 24, 1979.

**24.J. MEDICAL REPORT.** The Sheriff as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the Sheriff's Office when the employee is absent for more than three (3) consecutive working days or when the Sheriff or his or her designee determines within his or her discretion that there are indications of excessive use of sick leave or sick leave abuse.

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

**24.K. FAMILY SICK LEAVE.** Leave of absence with pay shall be granted by the Sheriff to care for family members who are ill or injured, including emergency or routine medical/dental appointments. Effective January 1, 2010, employees are eligible to use, in each calendar year, nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured. For the purpose of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner or child of a domestic partner (upon submission of an affidavit as defined in Appendix C or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), son, stepson, daughter, stepdaughter, foster parent, foster child, mother-in-law, father-in-law or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, and grandparents.

**24.L. 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.

**24.M. CASH PAYMENT ON RETIREMENT.** Upon retirement from County service under the County's retirement plan or upon death while in active service, an employee shall be entitled to a lump sum payment calculated at the biweekly or hourly rate in effect on the last day of County service for each classification as set forth in Appendix A, times 20% of the employee's unused accrued sick leave, as of the date of retirement, up to and for purposes of this payoff, a maximum of 1000 hours (125 – 8 hour work days).

## **SECTION 25. WAGES**

### **25.A. Wages Effective October 6, 2019 through June 21, 2025.**

Commencing with the October 6, 2019 salary increase and continuing throughout the remainder of this MOU ending June 21, 2025, the salaries for all represented classes shall be increased as follows:

1. Effective October 6, 2019, salaries for employees represented by the DSA shall be increased by two percent (2.0%).
2. Effective October 4, 2020, the County shall increase the salaries for employees represented by the DSA to two percent (2.0%) above the median salary as determined by the Deputy Sheriff Salary Survey in effect as of September 30, 2020, provided, however, that in no event shall the increase exceed 5%.
3. Effective October 3, 2021, the County shall increase the salaries for employees represented by the DSA to two percent (2.0%) above the median salary as determined by the Deputy Sheriff

Salary Survey in effect as of September 30, 2021, provided, however, that in no event shall the increase exceed 5%.

4. Effective October 2, 2022, the County shall increase the salaries for employees represented by the DSA to two percent (2.0%) above the median salary as determined by the Deputy Sheriff Salary Survey in effect as of September 30, 2022, provided, however, that in no event shall the increase exceed 5%.
5. Effective October 1, 2023, the County shall increase the salaries for employees represented by the DSA to two percent (2.0%) above salary as determined by the Deputy Sheriff Salary Survey in effect as of September 30, 2023, provided, however, that in no event shall the increase exceed 5%.
6. Effective October 13, 2024 the County shall increase the salaries for employees represented by the DSA to two percent (2.0%) above salary as determined by the Deputy Sheriff Salary Survey in effect as of September 30, 2024, provided, however, that in no event shall the increase exceed 5%.

Since the annual increases will be determined on September 30 of each year, October increases specified in subsections 25.A.2 through 25.A.6 above, will be implemented as soon as adopted by the Board.

**25.B. Deputy Sheriff Salary Survey - Agencies and Classifications**

The County and the DSA shall utilize the following agencies for the purpose of conducting the salary surveys to determine wages as stipulated in subsections 25.A.2 through 25.A.6. The County and DSA shall utilize the maximum annual base pay provided in each of the listed agencies for the journey level classifications of deputy sheriff and police officer as noted below:

<b>Agency</b>	<b>Journey Level Classification</b>
Cities:	
Alameda	Police Officer
Berkeley	Police Officer
Emeryville	Police Officer
Fremont	Police Officer
Hayward	Police Officer
Livermore	Police Officer
Newark	Police Officer
Oakland	Police Officer
Pleasanton	Police Officer
San Leandro	Police Officer
Union City	Police Officer
Counties	
Contra Costa	Deputy Sheriff
Marin	Deputy Sheriff
San Mateo	Deputy Sheriff
Santa Clara	Deputy Sheriff

**SECTION 26. GRIEVANCES**

**26.A. DEFINITION.** A grievance under this MOU is limited to only those instances where an employee or group of employees or the Association alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, 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 of the grievance, is a matter within the scope of representation as defined in California Government Code Section 3504.

**26.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.

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

1. **Step One (1):** An employee having a grievance shall first informally discuss it with his or her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two (2):** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his or her own choice in this and all succeeding steps of subsection 26.C. (Departmental Review and Adjustment of Grievance) and may thereafter file a grievance in writing with his or her immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his or her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal with the commanding officer.
3. **Step Three (3):** The section commanding officer shall have seven (7) 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 or her representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division commander.
4. **Step Four (4):** The division commander shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his or her representative may be present at and participate in any such hearing as the division commander may conduct. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Sheriff.
5. **Step Five (5):** The Sheriff shall have seven (7) working days in which to review, hold hearings and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his or her representative and the Sheriff, a hearing is required at this step, and the employee and his or 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 or her representative.

The Association may in its own name file a grievance alleging that the County has failed to provide it some organizational right which is established by this MOU, provided that such right is not made subject to the discretion of the Sheriff or the County. Such Association grievances shall be filed with the Sheriff and heard and determined pursuant to the provisions of this fifth step of the grievance procedure.

**26.D. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the fifth step, the grievant or his or her representative may, within thirty days after receipt of the decision of the Sheriff made pursuant to subsection 26.C.5. (Step Five (5)) request that the grievance be heard by an arbitrator.

**26.E. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have ten (10) working days in which to review and seek adjustment of the grievance.

- 26.F. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his or her representative. If the Director of Human Resource Services and the employee or his or 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 (5) qualified arbitrators. The Director of Human Resource Services and the employee or his or her representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 26.G. 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 MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/department rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- 26.H. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his or her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half (1/2) by the County and one-half (1/2) by the grievant.
- 26.I. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure 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.
- 26.J. 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 or an Association organizational right. This 60-day filing requirement is tolled only on the following applications:
1. To up to 60 days after the County's alleged failure was reasonably discoverable.
  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 or her detriment.

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

**26.K. CLAIM FOR MONETARY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).**

Notwithstanding subsection 26.J. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for monetary relief or damages for more than any 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 26.J. (Limitation on Stale Grievances), 1 and 2 above.

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

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



- 26.L. DESIGNATION OF APPEAL LEVELS.** The Sheriff shall designate in writing the positions or levels in the department to which the various appeals provided in subsection 26.C. (Departmental Review and Adjustment of Grievances) hereof shall be made.
- 26.M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 7-2.06. of the Alameda County Administrative Code, which is not a party to this MOU, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the Association 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.
- 26.N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsections 26.I. (Effect of Failure of Timely Action) and 26.J. (Limitation on Sale Grievances) 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 Section; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

**SECTION 27. EFFECT OF LEGALLY MANDATED CHANGES**

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

Notwithstanding any other provisions of this MOU, any issue as to whether State, Federal, or decisional law has, as set forth above, impinged upon benefits or other terms and conditions of employment set forth herein, shall be exclusively within the jurisdiction of a competent Court to decide and that no arbitrator shall have any power or jurisdiction to make any findings of fact, conclusion of law or order in that regard.

**SECTION 28. MILEAGE**

- 28.A. MILEAGE RATES PAYABLE.** The mileage reimbursement rate to be paid to employees covered by this MOU shall be the rate paid to members of all other employee organizations.
- 28.B. MINIMUM ALLOWANCE.** An employee who is required by the Sheriff to use his or her private automobile at least eight (8) days in any month on County business shall not receive less than \$10 in that month for the use of his or her automobile.
- 28.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 or her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$250, unless the employee can prove that

his/her actual costs for the losses due to an accident or theft exceed the total amount of the reasonable mileage reimbursement paid by the County, plus \$250, and provided that any claims the employee may have against his or 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 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 29. CATASTROPHIC SICK LEAVE PROGRAM**

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

### **Eligibility:**

1. The recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Department of Human Resource Services.
2. The recipient employee is not eligible so long as he/she has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 8 hours for full-time employees, and in increments of four (4) hours for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. In addition, effective two (2) pay periods following the adoption of the MOU, employees hired prior to July 3, 1994 with vacation balances that exceed the amount that can be paid off pursuant to subsection 23.B.2. of the MOU, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
6. The donor employee may donate vacation, CTO or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

**SECTION 30. 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 MOU. The Association agrees to assist the County in enforcing the provision of this Section.

**SECTION 31. SAVINGS CLAUSE**

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

**SECTION 32. ENACTMENT**

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

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

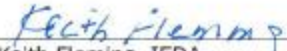
**SECTION 33. SCOPE OF AGREEMENT**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including June 21, 2025.

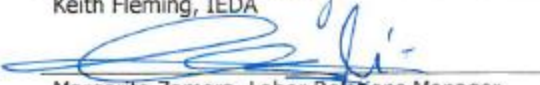
**SIGNATURE PAGE**

FOR THE COUNTY


FOR THE ASSOCIATION

  
Keith Fleming, IEDA

  
Michael W. Jarvis, Mastagni Holstedt

  
Margarita Zamora, Labor Relations Manager

  
Kevin Lewis, DSA President

  
Rich Lucia, Undersheriff

  
Robert Brandt, Chairman

  
Dennis Houghtelling, Assistant Sheriff

  
Patrick Smyth

  
Alysia Evans, Chief Departmental HR Adm.

  
Eric Larson, DSA Secretary

  
Mary Woo, Labor Relations Analyst II

  
Joe Angelo, Director  
Human Resource Services

Approved as to Form  
Donna Zeigler, County Counsel

  
By: Kristy van Herick  
Assistant County Counsel

**APPENDIX A**  
**DSA-Represented Classifications**

Listed herein are all those Alameda County job classifications represented by the Deputy Sheriffs' Association of Alameda County. These salaries are established by the Alameda County Board of Supervisors and are effective on the dates shown.

ITEM	UNIT	TITLE	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA
8601	013	Deputy Sheriff's Recruit	07/15/2018					2909.60	N
			07/14/2019					2944.00	
			10/06/2019					3003.20	
8602	013	Deputy Sheriff I	07/15/2018			3154.40	3306.40	3470.40	N
			07/14/2019			3191.20	3344.80	3511.20	
			10/06/2019			3255.20	3412.00	3581.60	
8604	013	Deputy Sheriff II	07/15/2018	3672.00	3875.20	4049.60	4259.20	4459.20	M
			07/14/2019	3715.20	3920.80	4096.80	4308.80	4511.20	
			10/06/2019	3789.60	3999.20	4178.40	4395.20	4601.60	
8617	S13	Sergeant	07/15/2018			4831.20	5074.40	5323.20	X
			07/14/2019			4888.00	5133.60	5385.60	
			10/06/2019			4985.60	5236.00	5493.60	

**APPENDIX B****Training Incentive Award Program****ALAMEDA COUNTY SHERIFF'S DEPARTMENT****I. DEFINITION AND PURPOSE**

- A. A voluntary Training Incentive Award Program is established in the Alameda County Sheriff's Department to provide an incentive in the form of a separate monetary award for qualified Members of the Department who complete an approved educational program to improve their individual knowledge, skill, and effectiveness in the field of Law Enforcement.
- B. Implied throughout this incentive plan is the premise that the broader educational background should reflect itself in job performance.
- C. There are three (3) specific goals of the incentive plan.
  - 1. To upgrade the educational level of the personnel of the Alameda County Sheriff's Department.
  - 2. To assist in the attraction of qualified individuals who have an interest in the field of Law Enforcement.
  - 3. To retain qualified Deputy Sheriffs who have exhibited a desire for self-improvement.

**II. ELIGIBILITY**

- A. Participating positions shall include all positions covered by the Memorandum of Understanding.
- B. Any voluntary termination of employment would render the candidate ineligible for further candidacy or benefits of the program until requalification in the event of rehiring.
- C. All employees in the classification of Deputy Sheriff II shall be eligible for this program upon successful completion of their probation.
- D. All candidates must complete the full requirements within one (1) fiscal year to be eligible in the succeeding fiscal year. No partial requirements will be carried forward except for in-service injuries that would prevent his or her participation in the program for the period of the injuries.
- E. Those employees who have met the requirements for the incentive plan during the previous fiscal year and were promoted during that year shall be entitled to receive incentive pay.

**III. REQUIREMENTS**

- A. The period of appointment shall be for one (1) year, beginning the first pay period of fiscal year and ending with the last pay period of the fiscal year, and the period of appointment for the succeeding fiscal year shall be first pay period of the succeeding fiscal year and ending with last pay period of the fiscal year notwithstanding any expiration of the Memorandum of Understanding. Candidates who fail to complete training requirements during one (1) fiscal year's period will not be eligible for the program until the following fiscal year's period.
- B. Classes that will be approved shall be those classes which are required in order to receive a college degree, those classes in a college justice program, those classes in the behavioral sciences. Candidates may take courses in accredited public or private schools, colleges, or universities which are undertaken for the purpose of improving their efficiency, knowledge or competency in the performance of their duties.
- C. The decision to approve training classes shall rest with the Training Manager. The Undersheriff shall review the decision of the Training Manager in any instance in which the employee requests.

The department shall annually publish a list of approved courses. Employees wishing to receive credit for courses not on the list may request approval in advance of enrollment.

- D. Six (6) quarter units or four (4) semester units of approved public school, college or university work shall be equivalent to 60 hours of classroom study. Three (3) quarter units or two (2) semester units equal 30 hours.
- E. Candidates attending study for the incentive program will be required to complete the course with a passing grade of at least a "C" or the numerical equivalent.
- F. Routine required or mandated refresher courses, such as all Departmental Firearms Programs, First Aid, CPR, Advanced Officers Course, and Drivers Training must be completed in order to be eligible for the incentive program but will not be credited as approved training.
- G. All time spent in preparation and attendance shall be off duty time and shall be at no cost to the County of Alameda.
- H. Credit will not be given for mandatory attendance at any in-service training classes.
- I. Normal expenses, such as travel, parking, registration, fees, and meals, will not be approved if the training activity is undertaken to qualify for the program.
- J. All training must be commensurate with the candidate's classification and prior education and training experience as determined by the Training Manager.
- K. It is the employee's responsibility to submit satisfactory evidence of qualification as set forth and required by the Training Manager by May 27 of each year. Final determination of qualifications shall be at the discretion of the Sheriff and shall not be grievable.
- L. To receive the additional compensation for each biweekly pay period on paid status as outlined in Section IV C. and D., employees must successfully complete 3 quarter units or the equivalent during the previous fiscal year. It is not necessary to possess a POST Intermediate or Advanced Certificate to receive this component of the Training Incentive Award Program.
- M. Eligible employees shall be entitled to receive payment as provided in Section IV A. and B. for an INTERMEDIATE POST CERTIFICATE or for an ADVANCED POST CERTIFICATE beginning the pay period immediately following notification by the Sheriff's Department Training Manager that the candidate has been recommended for certification by the Commission on Peace Officers Standards and Training.
- N. Candidates who possess an INTERMEDIATE POST Certificate and later receive an ADVANCED POST Certificate shall be allowed to receive only the Incentive Award based on the higher of the two (2) certificates.
- O. With the sole exception of Sheriff's Office approved special events, no employee shall receive the incentive payment for completing any course more than two (2) times in a five (5) year period.

#### IV. INCENTIVE

- A. Candidates possessing an INTERMEDIATE P.O.S.T. CERTIFICATE are entitled to receive two and one-half percent (2.5%) of base salary.
- B. Candidates possessing an ADVANCED P.O.S.T. CERTIFICATE are entitled to receive six percent (6%) of base salary.
- C. Employees who successfully complete 3 quarter units, or the equivalent or have possession of a Master of Arts or Master of Science degree from an accredited college or university or who successfully complete the physical fitness program (Sect. IV D.) during the previous fiscal year

shall be entitled to receive two and one-half percent (2.5 %) of base salary for each biweekly pay period on paid status.

This additional two and one-half percent (2.5%) shall be renewable on an annual basis if the educational requirements or the Physical Fitness Program requirements are met. Under no circumstances will the amount of compensation pursuant to this Training Incentive Award Program exceed eight and one-half percent (8.5%).

**D. Voluntary Physical Fitness Program**

100 employees in the classifications of Sergeant and Deputy Sheriff II shall be eligible on a first come, first serve voluntary basis to participate in an In-Service Physical Fitness Program.

The eligibility and requirement standards for the program are set forth in the Alameda County Sheriff's Office General Order #4 and Appendix B, Sections II (Sections A, B, C and E) and III (Sections A, C, F, G, H, K and M). The number of the participants in the program shall not exceed 50.

Completion of the In Service Physical Fitness Program is equivalent to the completion of 3 Quarter Units and entitles the employee to receive two and one-half percent (2.5%) of base salary for each biweekly pay period on paid status. Participants are entitled to receive Training Incentive payment for either 3 Quarter Units **or** the Voluntary Physical Fitness Program.

During the term of this Memorandum of Understanding, should the Sheriff determine that it is in the best interests of the Office, the Association agrees to meet and confer regarding changes to the 100-employee maximum.



**APPENDIX C**

**Domestic Partners**

**Domestic Partner Defined.** A domestic partnership shall exist between two persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the domestic partner of the other if they both complete, sign, and cause to be filed with the County 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 for County benefit purposes by filing a "County of Alameda Termination of Domestic Partnership" form. For those who filed a State "Declaration of Domestic Partnership," a copy of a notarized State of California "Notice of Termination of Domestic Partnership" (State Form DP-2) filed with the State of California must be provided to the County.

**New Statements of Domestic Partnership.** No person who has filed an affidavit of domestic partnership may file another such affidavit until six (6) months after a statement of termination of the previous partnership has been filed with the County or the State of California as described herein (and all other criteria have been met which establishes the domestic partnership).

**APPENDIX D**

**Employee Discrimination Complaint Procedures**

**Chapter 3.48**

**Sections:**

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

**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.

**3.48.070 Informal and formal procedures. (Cont'd.)****B. Resolving Formal Complaints.**

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five (5) 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 Director of Human Resource Services.

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

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

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

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

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

**3.48.080 Costs of hearing.**

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

**3.48.090 Representation.**

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

**3.48.100 Freedom from reprisal.**

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

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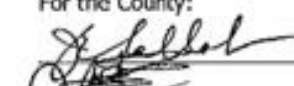
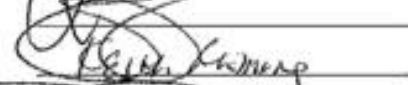

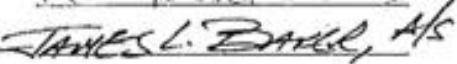
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SIDELETTER OF AGREEMENT  
Between  
THE SHERIFFS' ASSOCIATION  
And  
THE COUNTY ALAMEDA

**SERGEANTS WORKING DEPUTY OVERTIME SHIFTS**

Sergeants may, with advance approval from the Sheriff or designee, volunteer for and be assigned to work overtime in a deputy sheriff assignment. Under such circumstances, the Sergeant shall be compensated at one and one-half times the top step rate of pay for Deputy Sheriff II as provided in Appendix A of the Memorandum of Understanding. The above option shall be utilized only after the available overtime deputy sheriff II shifts have been posted for a minimum of 48 hours, or in exigent circumstances as determined solely by the Sheriff or designee.

Should a Sergeant working in a deputy sheriff overtime shift be ordered by the watch commander to perform supervisory duties consistent with their Sergeant's duties, all overtime compensation earned while performing Sergeant level duties during this shift shall be compensated at one and one-half times the Sergeant's specific normal rate of pay. If, due to changes in the FLSA, it is determined by the County that Sergeants can no longer work overtime as deputies, the Sheriff may unilaterally terminate this agreement. The Sheriff may, based upon his/her determination of the Office needs, terminate this agreement, but not before offering the Association an opportunity to meet and confer.

For the County:  
  
  
  
  
JAMES L. BOND, A/S

For the Deputy Sheriff's Association:  
  
  
  
  
D. A. S.

DATE: 1/8 2010  
2009



SIDELETTER OF AGREEMENT  
Between  
THE DEPUTY SHERIFFS' ASSOCIATION  
And  
THE COUNTY OF ALAMEDA  
2020 MOU Extension

**IN-LIEU HOLIDAY DISCUSSION**

The parties agree that within the term of the Deputy Sheriffs' Association (DSA) and the County of Alameda (County) Memorandum of Understanding (MOU) ending June 21, 2025, and at the request of the County, the DSA agrees to meet and discuss the accrual of in-lieu holiday time stipulated in Section 10. (Holidays), subsection 10.E. (Holiday Compensation), with the intent of addressing alternatives to the accrual of in-lieu holiday time. The parties further agree that any proposed changes or modifications to the accrual of in-lieu holiday time resulting from such discussions are subject to the meet and confer process and mutual agreement.

FOR THE ALAMEDA COUNTY:

*Keith Hemmig*  
\_\_\_\_\_  
*[Signature]*  
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\_\_\_\_\_

FOR THE DSA:

*[Signature]*  
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*[Signature]*  
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\_\_\_\_\_

Date: 10.18.19

Date: 10/18/19

SIDELETTER OF AGREEMENT  
Between  
THE SHERIFFS' ASSOCIATION  
And  
THE COUNTY ALAMEDA

**UNION ACCESS TO NEW EMPLOYEE ORIENTATION (AB 119)**

The parties to this Sideletter of Agreement (Sideletter) are the County of Alameda (County) and the Deputy Sheriffs' Association (Association). This Sideletter is the result of discussions between the parties to implement the California Assembly Bill (AB) 119, Government Code Sections 3555-3559 (union access to new employee orientation).

Currently, the Alameda County Human Resource Services (HRS) Employee Benefits Center (EBC) coordinates a countywide New Employee Orientation (NEO) for all new employees hired into the County, including new Deputy Sheriff I (POST Grad) and Deputy Sheriff II (Lateral) hires. The EBC NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:30 a.m. to 1:00 p.m. Moreover, the ACSO Human Resources Section also coordinates with the HRS EBC, a NEO (onboarding) meeting with all new Deputy Sheriff's Recruit hires. Recruits are scheduled to attend this NEO meeting two (2) weeks prior to their first day of work, typically on a Monday starting at 9:00 a.m.

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

1. **Designated Representative:** The County shall recognize the Association President as the designated point of contact for NEO related matters. The Association is responsible for updating the Sheriff Department Chief Human Resources Administrator or his or her designee, in writing, of any changes to the designated point of contact. ACSO Human Resources Section County shall copy the Association retained labor relations representative of any such communication to and from the Association President.
2. **EBC NEO Schedule:** The County shall provide the Association's designated representative with a list of the EBC's scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. The EBC shall notify the Association's designated representative, as soon as possible, of any changes to the scheduled dates.
3. **NEO Notification and Employee Information:** Via email, the ACSO Human Resources Section will provide the Association President and the retained labor relations representative a list of new employees who occupy classifications represented by the Association and scheduled to attend the upcoming NEO. ACSO Human Resources Section shall issue the email notification at least ten (10) calendar days prior to the NEO meeting. Under exigent circumstances, ACSO Human Resources Section may provide a shorter notice, in which case the ACSO Human Resources Section will provide the information as soon as possible prior to the new employee NEO meeting date.

The ACSO Human Resources Section NEO notification shall include the employee's name; classification; assigned division; work location; work phone number, and except for employees who take affirmative action as noted in the "Limitation" below, ACSO Human Resources Section shall also provide the employee's home address; home telephone number(s); and personal email address. If the County does not have the personal email address on file, this information shall not be provided.

- a. **Limitation:** In accordance with the California Public Records Act Section 6254.3(a)(3), the parties agree that if a new employee takes affirmative action to complete the "Election Regarding Contact Information" form, the County shall not disclose to the Association the employee's home address and telephone number(s). The County acknowledges that employees may change this election by submitting a written request to the Sheriff's Office Human Resources Section to release his or her

home address and telephone number(s) to the Association and such change will take effect at the next regular contact information update to the Association.

4. **Presentation:** The County shall permit the Association to meet separately with newly hired employees represented by their bargaining unit and make a presentation of up to thirty (30) minutes, as noted below.

New Employee Group	Association Presentation Time	NEO Location
Sheriff Recruit	11:00 a.m. to 11:30 a.m.	Sheriff's Office Human Resources Section 1405 Lakeside Drive Oakland, CA
Deputy Sheriff I (Post Grad) Deputy Sheriff II (Lateral)	8:15 a.m. to 8:45 a.m.	HRS EBC 1405 Lakeside Drive Oakland, CA

Under no circumstances shall the Association presentation exceed thirty (30) minutes from the designated start time. If, for any reason, the Association will not present at a scheduled NEO, the designated representative shall notify the Sheriff's Office Human Resources Section as soon as possible, but no later than ten (10) working days prior to the scheduled NEO session.

5. **Enrollment Forms:** As the custodian of records for Association Membership, the Association is responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. The County shall forward directly to the Association any forms submitted to the County by an employee. The Association shall provide the County with a certified list of employees who authorized Association dues payroll deductions.
6. **Quarterly Bargaining Unit Member List:** On a quarterly basis, the County shall provide to the Association a list, in sortable electronic format, of all existing bargaining unit members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The list shall include the following information to the extent it is in the County's possession: 1) Name; 2) Employee 3) Identification Number; 4) Classification; 5) Job Code; 6) Union Code Description; 7) Work Address; 8) Work phone number. Moreover, except for employees who take affirmative action as noted in 3.A. (Limitation) above, the County shall also provide the employee's 9) Home Address and Telephone number, and 10) Personal Email Address.

If for any reason the ACSO Human Resources Section and/or EBC discontinues the NEO meeting, either the County or the Association may request to meet and confer to negotiate new terms under Government Code Section 3555-3559.

The parties have conferred and consulted with one another regarding the impact and have entered into this Sideletter in a good faith effort to address the issues raised by the County and the Association in order to protect, to the fullest extent possible, wages, hours, and terms and conditions of employment of County employees represented by the Association. This Sideletter runs parallel to and is an integral part of the MOU in effect between the County and the Association covering the period of June 24, 2012 through June 21, 2025.

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

For the County

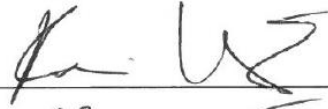



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11-13-19

Date

For the Union

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11-13-19

Date

**MINUTE ORDER**

**ALAMEDA COUNTY BOARD OF SUPERVISORS  
MINUTE ORDER**

*The following action was taken by the Alameda County Board of Supervisors on 11/26/2019*

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

Read titles, waived reading of Ordinances in their entirety and continued to Tuesday, 12/17/19 for second reading

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

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

**Documents accompanying this matter:**

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

File No. 30376

Item No. 22

Copies sent to:  
Annie Wong

**Special Notes:**



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

ATTEST:  
Clerk of the Board  
Board of Supervisors

By: Rhonda Bailey  
Deputy