

**SIDELETTER OF AGREEMENT
BETWEEN
THE COUNTY OF ALAMEDA
AND
DEPUTY SHERIFFS' ASSOCIATION**
Bargaining Unit 013 (Sheriff Recruit and Deputy Sheriff) and Supervisory Unit S13 (Sergeant)

The County of Alameda ("County") and the Deputy Sheriffs' Association ("DSA") have met and conferred and reached agreement on this Sideletter of Agreement ("Agreement") to the Memorandum of Understanding ("MOU") regarding adding COVAL leave, which was awarded by the Board of Supervisors as stipulated in Salary Ordinance Section 3-21.98, in the calculation of premium overtime. Specifically, the County and the DSA agree to amend the MOU Section 7. (Overtime), subsection 7.L.1 (Compensatory Time Off Use Restrictions) by adding reference to COVAL leave; and Section 20.E (Premium Pay), to allow employees to receive premium pay while on COVAL leave.

This Agreement is an integral part of the existing MOU now in effect between the County and DSA, which covers the period of June 24, 2012 through June 21, 2025. The terms of this Agreement to add COVAL leave shall be effective for the period covering June 14, 2020 through June 13, 2023.

In consideration of the foregoing, the parties agree to amend subsection 7.L.1., which shall read as follows:

SECTION 7. OVERTIME

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, **COVAL leave**, vacation, floating holiday, or in-lieu holiday time shall only be paid in cash.
2. While on a CTO status, employee 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.

The parties further agree to amend subsection 20.E., which shall read as follows:

SECTION 20 ADDITIONAL COMPENSATION

20.E. PREMIUM PAY. An employee on vacation, **COVAL leave**, 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.

This agreement is non-precedent setting and is limited to June 14, 2020 through June 13, 2023. To that end, it is specifically agreed by and between the County and DSA that this Agreement to add COVAL leave shall not be extended, nor shall it have any force or effect beyond June 13, 2023 and amendments noted above shall not be included in a successor agreement.

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

For the County

For the Union

SIGNATURE

DATE

SIGNATURE

DATE

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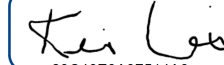


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Margarita Zamora
Labor Relations Manager

9/30/2020

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Kevin Lewis, President
DSA of Alameda County

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Rich Lucia, Undersheriff

9/30/2020