

SECOND READING - CONTINUED FROM 09/21/2021



AGENDA NO. _____ September 21, 2021

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Human Resource Services

September 21, 2021

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION – SHERIFF’S SWORN UNITS 026, 027 AND 028 MEMORANDUM OF UNDERSTANDING, INCLUDING ONE (1) NEW SIDELETTER OF AGREEMENT; AND SALARY ORDINANCE 3-17 (SHERIFF’S DEPARTMENT), SUBSECTIONS 3-17.3, 3-17.16, 3-17.44 AND 3.17-45

Dear Board Members:

RECOMMENDATIONS:

- A. Adopt an Ordinance approving the February 7, 2021 through February 14, 2026 Memorandum of Understanding (“MOU”) between the Alameda County Management Employees Association – Sheriff’s Sworn Units 026, 027, and 028 (“ACMEA – Sworn Units”) and the County of Alameda (“County”), including Appendices A through C, and one (1) new Sideletter of Agreement (“SLA”); and
- B. Adopt revision to Salary Ordinance, Article 3, Section 3-17 (Sheriff’s Department), subsections 3-17.3, 3-17.16, 3-17.44, and 3.17-45.

DISCUSSION/SUMMARY:

The ACMEA – Sworn Units MOU expired and was fully terminated as of February 7, 2021. In an effort to reach agreement on a successor MOU, representatives of the County and representatives of ACMEA – Sworn Units (collectively herein, the “Parties”) held fourteen (14) negotiating sessions beginning December 21, 2020. While the MOU expired and fully terminated on February 7, 2021, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the completion of the collective bargaining process. The collective bargaining process has now been completed and the Parties reached agreement on a successor MOU.

As such, we recommend that your Board adopt an Ordinance approving the February 7, 2021 through February 14, 2026, MOU between the Parties, including one (1) new SLA. The new MOU includes the following updated provisions: 1) (Preamble) – referencing a new five (5) year term and eliminating membership reference to Operating Engineers Local 3 (“OE3”); 2) Section 2 (No Discrimination) - expanding protected classes as defined by federal and state laws; 3) Section 6 (Days of Work) – allowing for Division Commanders to work alternate schedule; 4) Section 7 (Emergency Compensation) – increasing minimum time from four (4) to eight (8) hours to be eligible for emergency compensation stipend; 5) Section 10 (Holiday) – cleaning up holidays in a table format, clarifying floating holidays do not carry over to next calendar year; and requiring floating holidays as first leave bank charged; 6) Section 11 (Medical/Dental Benefits) – incorporating previous SLAs, adding existing county allowance, share the savings, and life insurance benefits into the MOU and eliminating the OE3 Preferred Provider Organization (“PPO”) option; 7) Section 19 (Military Leave) – incorporating previous SLA into the MOU; 8) Section 20 (Vacation Leave) – adding management paid leave into the MOU and implementing vacation hard cap inclusive for all employees hired prior to July 3, 1994, effective December 31, 2025; 9) Section 21 (Sick Leave) – adding contagious disease for use of sick leave and coordination of sick leave benefits with expiration of workers’ compensation benefits; 10) Section 23 (Grievance Procedure) – increasing review time by the Human Resource Services Director from 10- to 20- days; 11) (Scope of Agreement) – establishing the term of the MOU

from February 7, 2021 through February 14, 2026; 12) (Footnote Amendment) – modifying the Salary Ordinance, Section 3.17 to allow employees to work alternate 84-hour five (5) day schedule with a five percent (5%) footnote and limiting one (1) footnote per employee for specialty assignments; 12) (SLA) – establishing a new SLA to allow employees to sell back up to 20 days of vacation until June 30, 2026 and reverts back to up to 15 days effective on July 1, 2026.

A Summary of Significant Negotiated Terms is attached.

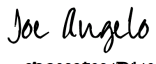
FINANCING:

Funds are available in the 2021-2022 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from these actions.

VISION 2026 GOAL:

The Salary Ordinance amendments meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

DocuSigned by:

Joe Angelo, Director
Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Sheriff

ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION – SWORN UNITS
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
February 7, 2021 through February 14, 2026

MOU Section	Change Summary
Preamble	Term – five years from February 7, 2021 through February 14, 2026 and eliminates reference to representation by Operating Engineers Local 3
All Sections	Clean-up language that adds subsection titles, MOU abbreviation, and spells out numbers less than 10
Section 2. No Discrimination Clause	Updates language and adds additional EEO language for military / veteran status
Section 6. Days of Work	Allows for Division Commanders to work an alternate schedule
Section 7. Emergency Compensation	Increases minimum time from 4 to 8 hours to be eligible for emergency compensation stipend
Section 10. Holiday	Clean up list of holidays into table format; affirms that floating holidays do not carry over to next calendar year; and requires use of floating holidays as first leave bank charged
Section 11. Medical / Dental Benefits	Clean-up language and incorporates previous side letters of agreement and adds existing county allowance, share the savings, and life insurance benefits into MOU; eliminates reference to OE3 PPO option
Section 19. Military Leave	Incorporates previous Side Letter of Agreement into MOU
Section 20. Vacation	Adds management paid leave days into MOU and establishes vacation hard cap for employees hired prior to July 3, 1994 effective December 31, 2025
Section 21. Sick Leave	Adds contagious disease to use of sick leave and coordination of sick leave benefits with expiration of workers' compensation benefits
Section 23. Grievance Procedure	Increases review time by Human Resource Director from 10 days to 20 days
Section 24. Mileage Reimbursement	Clean-up language to clarify reimbursement for property damage
Footnote Amendment	Allows for additional personnel to work 84-hour five-day alternate schedule with a 5% footnote and limits one footnote per employee for specialty assignments or alternate schedule
Side Letter of Agreement	Allows for vacation sellback up to 20 days until June 30, 2026 and reverts back to 15 days on July 1, 2026

**2021 – 2026
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S SWORN UNIT 026, 027, & 028)
AND THE
COUNTY OF ALAMEDA**

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**2021 – 2026
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S SWORN UNIT 026, 027, & 028)
AND THE
COUNTY OF ALAMEDA**

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 Alameda County Management Employees Association (Sheriff's Sworn Unit), hereafter designated as "ACMEA (Sheriff's Sworn Unit)," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period February 7, 2021 through February 14, 2026, for those employees working in representation units referred to in Section 1. (Recognition) hereof.

SECTION 1. RECOGNITION

The County recognizes ACMEA (Sheriff's Sworn Unit) as the exclusive bargaining representative for all full-time permanent and probationary employees in Bargaining Units 026 (Lieutenant), 027 (Captain) and 028 (Division Commander) 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 identity, national origin, sexual orientation, or religion, physical/mental disability, medical conditions military or veteran status and/or any other protected class as defined by federal and state law.

Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU and shall be excluded from Section 23. (Grievance Procedure).

2.B. NO DISCRIMINATION BECAUSE OF ASSOCIATION ACTIVITY. Neither County nor ACMEA (Sheriff's Sworn Unit) shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in ACMEA (Sheriff's Sworn Unit) activity.

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

SECTION 3. ASSOCIATION SECURITY

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by ACMEA (Sheriff's Sworn Unit), the County shall notify such person(s) that ACMEA (Sheriff's Sworn Unit) is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by ACMEA (Sheriff's Sworn Unit) for the sole purpose of joining ACMEA (Sheriff's Sworn Unit) and effecting payroll dues deductions.
- 3.B. NOTICE TO RECOGNIZED ASSOCIATION.** The Sheriff shall post within the employee work or rest area at Santa Rita, North County Jail, Work Furlough, Headquarters, Eden Township Substation, Consolidated Criminal Records, Office of Emergency Services, and the Coroner's Bureau, a notice which sets forth the classifications within each representation unit referred to in Section 1. (Recognition) hereof and the name and address of ACMEA (Sheriff's Sworn Unit). The County shall also give a written notice to ACMEA (Sheriff's Sworn Unit) containing the names and addresses of all persons newly employed within the representation unit within thirty (30) calendar days from the beginning of their employment.
- 3.C. MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1. (Recognition) hereof who are members of ACMEA (Sheriff's Sworn Unit) on the date upon which this MOU is executed or who become members of ACMEA (Sheriff's Sworn Unit) during the term of this MOU shall remain members during the term of this MOU except that such employees may withdraw during the month of July of any year pursuant to subsection 3.D. (Revocation of Authorization).
- 3.D. REVOCATION OF AUTHORIZATION.** Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke their authorization for ACMEA (Sheriff's Sworn Unit) dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the Human Resource Services (HRS) - Employee Benefits Center setting forth their desire to revoke said authorization. The HRS - Employee Benefits Center ("EBC") shall promptly forward a copy of said letter to ACMEA (Sheriff's Sworn Unit). No authorizations shall be revoked for a period of two (2) biweekly pay periods following transmittal of said letter to ACMEA (Sheriff's Sworn Unit). To be considered, a letter shall be received by the HRS - EBC within the month of July as specified in subsection 3.C. (Maintenance of Membership).
- Failure to timely notify the HRS - EBC shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the Sheriff's Office to a place or person designated by the HRS - EBC and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt by the County of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.
- 3.E. PAYROLL DEDUCTIONS AND PAYOVER.** The County shall deduct ACMEA (Sheriff's Sworn Unit) dues from employees' pay in represented classes in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the units to which employees are assigned.
- 3.F. HOLD HARMLESS.** ACMEA (Sheriff's Sworn Unit) shall indemnify and hold the County, Sheriff, and Auditor-Controller harmless from any and all claims, demands, suits, or any

other action arising from the maintenance of membership dues deductions, approved ACMEA (Sheriff's Sworn Unit) insurance programs, or from complying with any demand for termination hereunder. In no event shall the County be required to pay from its own funds, Union dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

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

4.A. BULLETIN BOARDS. Reasonable space shall be allowed on bulletin boards as specified by the Sheriff for use by ACMEA (Sheriff's Sworn Unit) to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

4.B. JOB CONTACTS. Any authorized representative of ACMEA (Sheriff's Sworn Unit) shall have the right to contact individual employees working within the representation units represented by their organization in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Sheriff who shall grant permission for such contact if, in his judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Sheriff shall have the right to make other arrangements for a contact location removed from the work area. Spontaneous arrivals during business hours at County facilities of ACMEA (Sheriff's Sworn Unit) representatives for the purpose of contacting individual employees without prior approval of the Sheriff will not be allowed. If they do occur, meetings will not take place.

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

4.C. MEETINGS.

1. Representative Meetings. Meetings of a representative of ACMEA (Sheriff's Sworn Unit) and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 23. (Grievance Procedure) hereof. The Sheriff may, upon 48 hours prior notice, allow meetings of a representative of ACMEA (Sheriff's Sworn Unit) and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal ACMEA (Sheriff's Sworn Unit) business.

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

SECTION 5. EMPLOYEE REPRESENTATIVES OF ASSOCIATION

- 5.A. EMPLOYEE REPRESENTATIVES.** Employee Representatives of ACMEA (Sheriff's Sworn Unit) bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of ACMEA (Sheriff's Sworn Unit) bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this MOU for review of grievances and contract compliance questions.
- 5.B. LIMITATION OF TIME OFF.** Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general ACMEA (Sheriff's Sworn Unit) business.
- 5.C. PURPOSE.** The County recognizes the need and affirms the right of the Association to designate authorized representatives of the Association from among employees in the unit. It is agreed that the Association in appointing such authorized representatives does so for the purpose of promoting effective working relationships.
- 5.D. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE ASSOCIATION.** The County recognizes the right of the Association to represent employees in connection with grievances which arise under Section 23. (Grievance Procedure) of this MOU
- 5.E. SELECTION OF SITE REPRESENTATIVES.** The Association shall reserve the right to designate the method of selection of authorized representatives. The Association shall notify the HRS Employee and Labor Relations (ELR) Division in writing of the names of the Association representatives and the units they represent. If a change in Association representatives is made, the HRS_ELRL Division shall be advised in writing of the Association representative being replaced and the Association representative named to take their place. The number of Association representatives shall be mutually agreed upon and a list of Association representatives shall be submitted to the HRS ELR Division.
- 5.F. DUTIES AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVE.** The following functions are understood to constitute the complete duties and responsibilities of the Association representative.
1. The employee may be represented by an Association representative at such time as a grievance is reduced to writing and provided to the Agency/Department. The Association representative shall report any release time taken for the purpose of investigating a grievance their supervisor as Association representative leave (payroll code UNI) for timekeeping purposes.
 2. Association representatives/employees who participate in the meet and confer process and/or participate on a labor management committee, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

SECTION 6. HOURS OF WORK AND REST PERIODS

- 6.A. HOURS OF WORK.** Hours of work in the normal workday shall be (eight) 8 hours; the normal workweek shall consist of 40 hours for all employees covered by this MOU
- 6.B. 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 their right to said rest period and any right or compensation thereof. 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.C. REQUIRED EQUIPMENT.** Employees are expected to be at their individual work stations with required equipment in operable condition at the scheduled shift starting time.
- 6.D. ALTERNATE BIWEEKLY WORK SCHEDULE**
1. Notwithstanding subsection 6.A. (Hours of Work) of this MOU, effective September 19, 2021, a Lieutenant (8620SM), Captain (8625SM), or Division Commander (8635SM), working in the Sheriff's Office, may be assigned to either a flexible (4-10) or an alternate biweekly work schedule.
 2. The Sheriff, shall, in their 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 ACMEA and after meeting and conferring if requested by ACMEA, to make changes in the classifications and positions eligible for such alternate biweekly work schedule or to eliminate the program in its entirety.

SECTION 7. ADDITIONAL AND EMERGENCY COMPENSATION

- 7.A. ADDITIONAL COMPENSATION.** Any employee under Job Code 8620SM (Lieutenant), 8625SM (Captain), and 8635SM (Division Commander) when assigned to and working at the annual Alameda County Fair or the Coliseum Law Enforcement Detail or other non-County sponsored event that is not a normal work assignment and for which the Sheriff's Office enters into a contract to provide security services resulting in a work week of more than 40 hours, shall receive an additional 12.1% of the equivalent of the biweekly step five (5) rate of the assigned employee's job code, including base pay and any adjustments provided for in Section 3-17.4 of the Salary Ordinance* as additional compensation for each shift worked in excess of 40 hours during that work week.
- 7.B. EMERGENCY COMPENSATION.** Effective September 19, 2021, any employee under Job Code 8620SM (Lieutenant), 8625SM (Captain), and 8635SM (Division Commander) when assigned to and working more than eight (8) hours in an emergency situation, as such emergency situation is determined in the sole discretion of the Sheriff, shall receive an additional 12.1% of the equivalent of the biweekly step five (5) rate of the assigned employee's job code, including base pay and any adjustments provided for in Section 3-

17.4 of the Salary Ordinance* as additional compensation for each shift worked in excess of 40 hours during that work week. The activities set forth and the compensation provided in the immediately preceding paragraph for the activities described therein are the exclusive compensation for those activities under this Section and will not increase pursuant to this paragraph.

7.C. COMPENSATION ACKNOWLEDGEMENT. The parties acknowledge that all classifications subject to subsection 7.A. (Additional Compensation) and 7.B. (Emergency Compensation) above are "overtime exempt" (i.e., exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), and not entitled to overtime under any provision of California state law). Employees holding the classifications under Job Code 8620SM (Lieutenant), 8625SM (Captain), and 8635SM (Division Commander) are not eligible to receive additional compensation except as expressly provided for in Section 7. (Additional and Emergency Compensation) as provided for herein shall constitute additional compensation provided to an exempt employee pursuant to 29 C.F.R. §541.604(a) and shall not be deemed to make any employee receiving such compensation "non-exempt" for any purpose.

** Provisions in Section 3-17.4 of the Salary Ordinance allow for additional compensation as follows (under no circumstances will maximum additional compensation under this provision exceed 8.5%):*

- 2.5% compensation for possession of an AA degree or an Intermediate POST Certificate
- 6% for possession of a BA or BS degree or an Advanced POST Certificate
- 8.5% for possession of an MA or MS degree or a Management POST Certificate
- 2.5% for completion of 30 hours or 3 units of Department Head approved seminars or courses

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 required 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 approximately resulting from such misuse or loss. Misuse of a County car is covered under the Alameda County Administrative Code Section 3.32.070 (Misuse of county-owned vehicles) 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 FOR SWORN EMPLOYEES. Effective calendar year 2013, upon completion of 12 continuous months of employment, the County shall pay each employed, sworn employee, a per annum uniform allowance in the amount equivalent to that paid to the Deputy Sheriff's Association represented employees. 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 for the term of the MOU.

The department shall provide the approved specialty uniform to each employee assigned to the units of Special Response Unit ("SRU") and Explosive Ordinance Detail ("EOD").

9.B. TERMINATION AND REINSTATEMENT. Under no circumstances, however, shall an employee, as a result of termination and subsequent reinstatement, be entitled to payment of a greater uniform allowance than if the employee had remained employed without interruption of service.

9.C. REPLACEMENT. County to replace or repair all uniforms and equipment damaged or lost, provided that the damage or loss occurred in the normal line of duty and that these damages or losses were not caused by or contributed to by any negligence on the employee's part. The determination whether to repair or replace shall be at the discretion of the Sheriff.

9.D. 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

1. Paid holidays shall be:

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

2. 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.

3. 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 HOLIDAY.

1. Employees in Bargaining Units 026 (Lieutenant), 027 (Captain) and 028 (Division Commander) hired prior to July 1 of each year shall be entitled to four (4) floating holidays, scheduled by mutual agreement of the employee and the Sheriff, and taken within the calendar year. The first four (4) full days (32 hours) of vacation or compensatory time off taken during each calendar year shall be charged as the floating holiday. Employees hired after July 1 shall not be entitled to this holiday for the calendar year in which the employee was hired.
2. When an employee of Bargaining Units 026 (Lieutenant), 027 (Captain) and 028 (Division Commander) is granted time off, the Department's payroll unit shall charge the time off using the employee's hours from the floating holiday leave bank before using compensatory time off, vacation, or management leave.
3. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

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 work week.

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. Holidays not worked shall be compensated at straight time.

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

MEDICAL PLAN COVERAGE. The County offers Health Maintenance Organization ("HMO") medical plan options and effective February 1, 2022, a Preferred Provider Organization

("PPO") or indemnity medical plan. Alternative plan options listed in subsection 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 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.

- a. For coverage effective February 1, 2018 through the remaining term of this MOU, the County shall pay eighty-five percent (85%) of the total semi-monthly premium for coverage for an HMO plan at the corresponding level of enrollment (i.e., Self, Self + 1 dependent, Family) in a plan year. The balance of the monthly medical premium shall be paid by the employee through payroll deduction.
- b. February 1, 2022: Effective February 1, 2022, the County will pay eighty-five percent (85%) of the total semi-monthly premium for coverage for an HMO plan or eighty-five percent (85%) of the total premium of the lowest cost HMO plan toward the total premium for a PPO/Indemnity Plan at the full-time employee's applicable level of enrollment (i.e., Self, Self + 1 dependent, Family). The balance of the monthly medical premium shall be paid by the employee through payroll deduction.

- 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 20.J. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full 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 B – (Domestic Partners), 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 section is to limit County employees from both covering each other within the same medical plan.

- (a) 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:

- Up to one (1) full family HMO plan;
- Up to one (1) full family PPO/Indemnity plan;
- Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

- Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity 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 HMO 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 who were absent on leave without pay (including vacation purchase hours referenced in subsection 20.J. (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 for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of medical plan coverage during Open Enrollment.
 - (a) Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses their medical plan coverage for three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which the employee had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they return to work. The effective date of coverage shall be based on guidelines established by the County.
 - (b) Those whose medical plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.
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.

DENTAL PLAN OPTIONS. The County offers both a Dental Health Maintenance Organization (DHMO) dental plan and a Preferred Provider Organization (PPO) dental plan option. Alternative plan options listed in subsection 11.B.3. (Duplicate Coverage) apply to

employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from available options.

1. **Payment of Premiums.** For coverage through the remaining term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of enrollment (i.e., Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 20.J. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty (50%) percent of the normal full-time pay-period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.
2. **Annual Benefits Maximum for County-offered PPO Plan.** The maximum annual dental coverage limit shall be \$1,550.
3. **Duplicate Coverage.** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age twenty-six (26), when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.
Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one (1) choice from the following list of dental plan coverages:
 - Up to one (1) full family PPO dental plan together with up to one (1) PPO supplemental plan.
 - Up to one (1) full family PPO dental plan together with up to one (1) full family DHMO plan.
 - Up to one (1) full family DHMO dental plan.
 - Up to one (1) full family PPO dental 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.

4. **Effect of Leave Without Pay and Re-Enrollment.** Employees on leave without pay (including vacation purchase hours referenced in subsection 20.J. (Vacation Purchase Plan)) during a pay period that the semi-monthly premium is paid, who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Employees may elect to continue uninterrupted dental coverage for the duration of their leave without pay by paying 100% of their current plan's dental premiums or enroll in and pay 100% of the premiums of a lower level of dental plan coverage while on leave without pay for up to nine (9) months of coverage. Employees who elect to enroll in and pay for a lower level of dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage during Open Enrollment.

- a) Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who loses their dental plan coverage for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they return to work. The effective date of coverage will be based on guidelines established by the County.
 - b) Those whose dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.
5. **Special Enrollment due to Change in Status.** To make changes to employee benefits elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the EBC within thirty (30) calendar days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner) involving a change in status as defined by Internal Revenue Code Section 125.
 6. **Open Enrollment.** Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.
 7. **Orthodontic Coverage.** An orthodontics policy is available for the employees and their dependents. Premiums shall be paid by the employees through payroll deductions. Premium payments shall be established through agreement with the orthodontic coverage provider. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions and all other provisions set forth in the applicable insurance contracts.

CHANGES IN MEDICAL AND DENTAL COVERAGE.

1. **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 notify the Association of changes in the availability of any of the above County-offered benefit plans. Within seven (7) days after its receipt of such notice, the Association may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.
2. **Modifications to Medical Plans.** The parties agree that the County may make changes during the term of the MOU to the Medical Plans which do not materially impact the health benefits upon notice to the Association. Upon receipt of such notice the Association may request to meet with the County.
3. **Reopener.** MOU Section 11 shall be reopened on notice to the Association from the County that the County desires to meet and confer over possible changes related to

medical and dental plans.

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

LIFE INSURANCE.

1. **Basic 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 \$25,000 will be provided to each employee who meets the County enrollment requirements. Basic 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.
2. **Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. 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.

SHARE THE SAVINGS PLAN. Employees who are eligible for medical benefits as defined in subsection 11.A. (Medical Plan Coverage) 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.F.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.	\$200.00
Employees who decline Family coverage and elect Single coverage.	\$150.00
Employees who decline Family coverage and elect 2-Party coverage.	\$100.00
Employees who decline 2-Party coverage and elect Single coverage.	\$100.00

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 20.J. (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.** Employees on leave without pay (including vacation purchase hours referenced in subsection 20.J. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 11.F.2. (Proration).

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.H. (County Allowance) below) in order to offset the cost related to such eligible benefits.

1. 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
 - Accidental Death and Dismemberment Insurance
2. The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account (Health Care FSA). In addition, the employee may allocate remaining County Allowance funds and/or pre-tax salary contributions towards eligible Health Care, Dependent Care, and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 11.H.4. (Unallocated and/or Unused Funds).

COUNTY ALLOWANCE. To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 11.G. (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 (Cafeteria Benefit Plan.)).

1. **Annual Allowance.** The annual County Allowance amount shall be three thousand and one hundred dollars (\$3,100).
2. **Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount based upon the number of pay periods the employee is scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 11.H.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 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.G. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid out in the form of an after-tax earnings on a semi-monthly basis. Any remaining unspent funds in any of the Flexible Spending Accounts (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds.

SECTION 12. EDUCATIONAL AND CAREER INCENTIVE PLANS

The educational incentive program outlined in detail in Section 3-17 of the Alameda County Salary Ordinance shall continue in full force and effect during the life of this MOU.

SECTION 13. SPECIAL OPERATIONS GROUP

An employee shall be compensated an additional five percent (5%) per bi-weekly pay period when assigned to the Special Operations Group, as defined below:

Not to exceed two (2) positions in the Special Response Unit (SRU)
Not to exceed two (2) positions in the Crisis Intervention Unit (CIU)
Not to exceed one (1) position in the Explosive Ordinance Disposal (EOD)

No one (1) employee shall receive more than five percent (5%) per bi-weekly pay period, regardless of number of assignments.

SECTION 14. MEALS

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

SECTION 15. AFFIRMATIVE ACTION

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

SECTION 16. COURT APPEARANCES/TESTIMONY

Any employee who is required to testify in connection with an employee's usual, official duties, or in

connection with a case in which the County is a party, during their normal working hours shall be allowed to do so without any loss of pay.

SECTION 17. BILINGUAL PAY

- 17.A. Positions Designated Bilingual.** Upon the recommendation of the Sheriff and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional forty dollars (\$40) per biweekly pay period. A person occupying such position having proficiency in three (3) or more languages shall receive forty dollars (\$40) per pay period provided that such person is required to utilize such additional languages in the course of their duties for the County.
- 17.B. Bilingual Pay for Services Requested.** An employee who has taken and passed a bilingual proficiency test coordinated by the Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated an additional forty dollars (\$40) in any pay period in which the employee is directed by the Sheriff to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

SECTION 18. NOTICE OF LAYOFFS

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

SECTION 19. LEAVES OF ABSENCE

- 19.A. LEAVE MAY NOT EXCEED NINE MONTHS.** A leave of absence without pay may be granted by the Sheriff upon the request of the employee seeking such leave, but such leave shall not be for longer than nine (9) months, except as hereinafter provided.
- 19.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- 19.C. MILITARY LEAVE.** Paid military leave shall be administered as follows: Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of their military orders which specify the dates and duration of such leave.

If such employee has 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 for continuous or intermittent military leave, is limited to a maximum of 240 working hours during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of 30 8-hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in subsection 19.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they 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 they would not have been scheduled to work during said military leave.

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

- 19.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Sheriff may grant an employee a leave of absence without pay from their 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.
- 19.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 (1) such leave of absence shall exceed a period of one (1) year.
- 19.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 (1) such leave of absence shall exceed a period of one (1) year.
- 19.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.
- 19.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 they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with

the least seniority in such class in such Department shall be laid off if all authorized positions are filled.

19.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 they have tenure, by the Sheriff, for the duration of said employee's assignment to the special project.

19.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 their work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Sheriff, be granted sick leave of absence without pay during such disability to accept such employment.

19.K. PREGNANCY & CHILD BONDING LEAVE. An employee is entitled to a pregnancy and child bonding leave of up to six (6) months. Such an employee may elect to take accrued vacation or compensating time off or sick leave, when eligible, during the period of pregnancy and child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for the pregnancy and child bonding leave. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 21 (Sick Leave) of this MOU. The scheduling of child bonding leave (either under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA)) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Sheriff as allowed by law.

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

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

19.L. CHILD BONDING LEAVE. A prospective father, spouse, domestic partner, or adoptive parent is entitled to child bonding leave of up to twelve (12) weeks, within one (1) year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either under FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Sheriff as allowed by law.

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only but 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 subsections 21.A. (Sick Leave) or 21.G. ((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/her best effort to return such employee to the same geographical location, shift, and where there is a specialization within a classification, to the same specialization. Questions as to whether or not the Sheriff has made his/her best effort herein shall not be subject to the grievance procedure.

- 19.M. 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 20. VACATION LEAVE

20.A. VACATION ACCRUAL

1. **Hired On or After July 3, 1994.** Employees who become employed on or after July 3, 1994 shall accrue vacation leave as follows:
 - a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment **up to a maximum accrual balance of four (4) weeks.**
 - b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment **up to a maximum accrual balance of six (6) weeks.**
 - c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment **up to a maximum accrual balance of eight (8) weeks.**
 - d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment **up to a maximum accrual balance of ten (10) weeks.**
2. **Hired On or Before July 2, 1994.** Employees who have been continuously employed since a date preceding July 3, 1994 shall accrue vacation leave as follows:

- a. **Two (2) weeks accrual** - Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment.
- b. **Three (3) weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment.
- c. **Four (4) weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
- d. **Five (5) weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment.
- e. **December 31, 2025.** Subsection 20.A.2. (Hired On or Before July 2, 1994) in its entirety will be terminated on December 31, 2025, and the vacation maximum accruals for all employees covered by this MOU shall be subject to the maximum vacation accruals in subsection 20.A.1. (Hired On or After July 3, 1994).

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

1. An employee who accrues vacation leave under subsection 20.A.1. (Hired On or After July 3, 1994), who leaves the County service for any reason, shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A," for unused vacation accrued to the date of his/her separation.

Employees who accrue vacation leave under subsection 20.A.1. (Hired On or After July 3, 1994) shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which permit further vacation accrual. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

2. An employee who accrues vacation leave under subsection 20.A.2. (Hired On or Before July 2, 1994) who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix "A" for unused vacation accrued to the date of his/her separation, provided that such entitlement shall not exceed vacation earned during the two (2) years of employment preceding such separation.

Employees who accrue vacation leave under subsection 20.A.2. (Hired On or Before July 2, 1994) 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 20.A.2. (Hired On or Before July 2, 1994) 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/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.
4. December 31, 2025: Subsections 20.B.2. and 20.B.3. in their entirety will be terminated on December 31, 2025, and all employees shall be entitled to cash payment of vacation leave accrued and unused to the date of their retirement or other termination in accordance with subsection 20.B.1.

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

20.D. MAXIMUM VACATION LEAVE. An employee shall be allowed to take one and one-half times (1.5) his/her annual vacation accrual during any calendar year, provided that he/she has accumulated sufficient unused vacation leave. An employee, with the permission of the Sheriff may take vacation in excess of one and one-half (1.5) times his/her annual vacation accrual during any calendar year if he/she has accumulated sufficient unused vacation leave.

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

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

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

Vacations will be scheduled by mutual agreement between the Sheriff and the employee. An employee shall be allowed to divide his vacation leave in any calendar year into two (2) segments. The Sheriff, at his discretion, may grant an employee additional segment of vacation.

20.H. PERSONAL LEAVE. An employee shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave.

The Sheriff shall not deny a request for this leave except for reasons critical to the operation of the department.

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

20.J. VACATION PURCHASE PLAN.

1. Full-time employees accruing vacation at the two (2) week per year rate and subject to this MOU may elect to purchase, during Open Enrollment, one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time, intermittent and employees accruing vacation at greater than two (2) weeks per year may not purchase vacation.
2. An employee purchasing or using purchased vacation is responsible for all County costs associated with vacation purchase. For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.
3. An employee will not be eligible to receive holiday pay if Vacation Buy hours are used the day before and/or the day after a holiday. In addition, holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.
4. The County retains the right to eliminate vacation purchase upon appropriate notice to the union, and after meeting and conferring if requested, during the term of this MOU.

20.K. MANAGEMENT PAID LEAVE

1. Each exempt employee, who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven (7) days or 56 hours of paid leave of absence in each calendar year in recognition of time worked in excess of the normal County workweek, to be scheduled by the employee, subject to the approval of the Sheriff and to be taken only within that calendar year.
2. Paid leave allowed pursuant to the subsections above shall be scheduled by mutual agreement of the employee and the Sheriff and taken within the calendar year in which it was granted. The paid leave allocation will appear in the leave balances on the first

paycheck in the month of January of each year. Any days or balance of paid leave hours that for any reason are not taken in the calendar year earned shall not thereafter be paid in any form.

SECTION 21. SICK LEAVE

- 21.A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury which renders the employee incapable of performing assigned work or duties for the County, routine medical or dental appointment of the employee, or exposure to a contagious disease.
- 21.B. EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service and working full-time, and otherwise subject to the provisions of this MOU.
- 21.C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** If an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to the benefits provided him/her by the California Labor Code Section 4850, et seq. in lieu of sick leave.

Advanced Disability Pension Payments.

1. If an employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers' Compensation temporary disability benefits will be paid to employees who are determined to be eligible for such benefits by the County's workers' compensation third party administrator. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, including sick leave, up to 75% of the gross salary. Amount of leaves necessary for this purpose is computed for each case by the Auditor's Office.
- 21.D. CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of four (4) hours for each full biweekly pay period on paid status. Effective August 8, 2010, an employee shall receive 50% service credit for their total sick leave balance at the time of retirement. The Sheriff shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his accumulated unused sick leave with pay entitlement.
- 21.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES.** An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 21.D. (Cumulative Sick Leave Plan) restored to them for use as provided in this section.

An employee, as defined in subsection 21.B. (Employee Defined), who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 24 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

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

21.G. FAMILY SICK LEAVE. Employees, as defined in subsection 21.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means, parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee or the employee's spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child), a spouse, (husband, wife, domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis) or a sibling.

21.H. DEATH IN IMMEDIATE FAMILY. Leave of absence with pay because of death in the immediate family of a person in the County service may be granted by the Sheriff for a period not to exceed five (5) days. Entitlement to leave of absence under this Section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first five (5) days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. For purposes of this Section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner upon submission of an affidavit as defined in Appendix B (Domestic Partners), child of domestic partner, son, stepson, daughter, stepdaughter, brother, sister, grandparents, grandchild, foster parent, foster child, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, sister-in-law, mother-in-law, father-in-law.

In the case of the death of the employee's mother-in-law, father-in-law, where the decedent was not living in the employee's household, the employee shall be entitled to one (1) day of leave of absence with pay. An additional two (2) days leave may be granted by the Sheriff and charged to the employee's accrued sick leave balance in the event that one-way travel in excess of 300 road miles from the employee's residence is required. Entitlement to leave of absence under this Section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first day is concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

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

21.J. CASH PAYMENT UPON RETIREMENT. Upon retirement from County service under the County's retirement plan or upon death while in active service, a sworn 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," (Salaries) times 20% of the employee's unused accrued sick leave, except in no event shall the maximum accrual for purposes of this payoff provision be greater than 1,040 hours (equivalent to 130, 8-hour days).

SECTION 22. WAGES

Future wage increases for the classifications Lieutenant, Job Code 8620SM; Captain, Job Code 8625SM; and Division Commander, Job Code 8635SM will be the same percentage amount and effective on the same date as the increases granted to the classification of Sergeant, Job Code 8617.

SECTION 23. GRIEVANCE PROCEDURE

23.A. DEFINITION. A grievance under this MOU is limited to only those instances where an employee, a group of employees or ACMEA (Sheriff's Sworn Unit) 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, and provided that the enjoyment of such right is not made subject to the discretion of the Sheriff or the County; and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.

23.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.

23.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/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/her own choice in this and all succeeding steps of subsection 23.C. (Departmental Review and Adjustment of Grievances) and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within seven (7) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/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 to the section head.
3. **Step Three (3).** The section head, or corresponding administrative level, 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/her representative shall have

seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level.

4. **Step Four (4).** The division head, or corresponding administrative level, shall have seven (7) working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the division head may conduct. If the grievance is not resolved at this level, the employee shall have seven (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 hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Sheriff, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Sheriff and the employee or his/her representative.
- 23.D. ASSOCIATION GRIEVANCE.** ACMEA (Sheriff's Sworn Unit) may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this MOU or Administrative Code Section 3.44 (Grievance Procedures), provided that such right is not made subject to the discretion of the Sheriff or the County. Such ACMEA (Sheriff's Sworn Unit) grievance shall be filed with the Sheriff and heard and determined pursuant to the third step of the grievance procedure.
- 23.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, ACMEA (Sheriff's Sworn Unit) and the Sheriff may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- 23.F. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the fifth step, the grievant or his/her representative may, within thirty (30) days after receipt of the decision of the Sheriff made pursuant to subsection 23.C.5. (Step Five) request that the grievance be heard by an arbitrator.
- 23.G. 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 twenty (20) working days in which to review and seek adjustment of the grievance.
- 23.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or their representative. If the Director of Human Resource Services and the employee or their 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 their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

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

23.J. PAYMENT OF COSTS. Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half (1/2) by the County and one-half (1/2) by the grievant.

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

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

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

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

23.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 23.L. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be as follows. The earlier of:

1. The 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 subsection 23.L. 1 and 2 (Limitation on Stale Grievances) 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.

23.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For 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 the Administrative Code Section 3-04.020 (Employer-Employee Relations -Definitions, 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 or arrange for other representation, ACMEA (Sheriff's Sworn Unit) shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

23.O. GRIEVANCE RIGHTS OF FORMER EMPLOYEES. A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in the subsection 23.C. (Departmental Review and Adjustment of Grievances) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

SECTION 24. MILEAGE

24.A. MILEAGE RATES PAYABLE. Mileage allowance for authorized use of personal vehicles on County business shall be paid at the standard business rate as prescribed by the Internal Revenue Service. Mileage allowance shall be adjusted to reflect changes in this rate effective the first month following announcement of the changed rate by the Internal Revenue Service.

24.B. MINIMUM ALLOWANCE. An employee who is required by the Sheriff to use their 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 their automobile.

24.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 their own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County up to the employee's own insurance deductible, but not exceeding (five hundred dollars (\$500), unless the employee can prove that their 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 five hundred dollars (\$500), and provided that any claims the employee may have against their insurance company or any third party have been litigated or settled, and provided further, that the

employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage, or theft (i.e., appropriate police report and/or estimated statement of loss) to the Sheriff within thirty (30) days of such loss, damage, or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 25. DISABILITY INSURANCE BENEFITS

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

25.B. DISABILITY INSURANCE BENEFITS.

1. **Payment of SDI Premiums.** SDI premiums shall be shared equally by the employee and the County.
2. **Integration of Supplemental Fringe Benefits with Disability Insurance Benefits.** An employee otherwise eligible for disability insurance benefits shall have the choice of:
 - (a) not applying for disability insurance benefits and using accrued paid leave, vacation leave, compensating time off, floating holiday pay, and/or, with the consent of the Sheriff, discretionary major medical supplemental paid sick leave, or
 - (b) applying for disability insurance benefits and the using of accrued paid sick leave, and, with the consent of the Sheriff, vacation leave, compensating time off, floating holiday pay, and/or discretionary major medical supplemental paid sick leave as a supplement to the disability insurance benefits. The amount of the supplement for any hour of any normal workday, shall not exceed the difference between 100% of the employee's normal gross salary rate, including premium conditions, and applicable salary ordinance footnotes, and the "weekly benefit amount" multiplied by two (2) and divided by 80. The employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances shall be charged only for the hours (to the nearest one-tenth [1/10th] of an hour), represented by the amount paid as such supplement.
3. **Amount of Supplement.** The amount of the supplement provided in subsection 25.B.2.b. hereof, for any hour of any normal work day, shall not exceed the difference between 100% of the employee's normal gross salary rate, including the educational incentive, Explosive Ordinance, and bilingual differential pay, and the "weekly benefit amount" multiplied by two (2) and divided by 80.
4. **How a Supplement to SDI is Treated.** Hours, including fractions thereof, charged against the employee's accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off, and/or floating holiday balances as supplements to disability insurance benefits will be regarded as hours of paid leave

of absence.

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

5. **Health Plan Coverage in Conjunction with SDI.** For purposes of determining eligibility for the County's contributions toward the health plan as described in Section 11. (Medical and Dental Plans), employees who are receiving a supplement to disability insurance benefits paid from and charged to accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances shall be regarded as on paid status for their regular work schedules with regard to the days for which supplement is paid.

The group health care providers will permit employees, who are dropped from health and/or dental plan coverage because of exhaustion of their accrued sick leave, discretionary major medical supplemental paid sick leave, vacation leave, compensating time off and/or floating holiday balances, to re-enter the group plans upon returning to full-time work.

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

SECTION 26. 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 they have suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work his/her regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, a long-term major physical impairment or disability.

Eligibility.

- 26.A. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- 26.B. The recipient employee is not eligible so long as s/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- 26.C. A confidential medical verification including diagnosis, prognosis, and estimated date of return to work must be provided by the recipient employee.
- 26.D. A recipient employee is eligible to receive 180 working days of donated time per employment.

- 26.E.** Donations shall be made in full-day increments of eight (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, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
- 26.F.** The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
- 26.G.** The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- 26.H.** The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
- 26.I.** The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the County's sole discretion and shall be final and non-grievable.
- 26.J.** Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 27. SHERIFF DEFINED

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

SECTION 28. 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, but the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State, Federal or decisional mandate does not result in an overall increase or loss of benefits to employees in the area so affected.

SECTION 29. 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. ACMEA (Sheriff's Sworn Unit) agrees to assist the County in enforcing the provision of this Section.

SECTION 30. 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 31. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Alameda County Management Employees Association (Sheriff's Sworn Unit), for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance or resolution which shall incorporate this MOU into the Alameda County Administrative Code either in full or by reference.

SECTION 32. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions maintained in this MOU. Neither party shall, during the term of this Memorandum of Understanding 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 February 14, 2026.

SIGNATURE PAGE

February 7, 2021 – February 14, 2026 Memorandum of Understanding
County of Alameda ACMEA, Sheriff's Sworn Units

SIGNATURE PAGE

FOR COUNTY OF ALAMEDA:

DocuSigned by:
Jeff Bailey 8/13/2021
Jeff Bailey, Chief Negotiator
IEDA

DocuSigned by:
Margenita Zamora 8/13/2021
Margenita Zamora
Labor Relations Manager

DocuSigned by:
Richard Wood 8/13/2021
Richard Wood, Sheriff

DocuSigned by:
Tom Macigan 8/16/2021
Tom Macigan, Assistant Sheriff

DocuSigned by:
Charles McCasey Niece 8/16/2021
Charles McCasey Niece, Assistant Sheriff

DocuSigned by:
Alysa Evans 8/16/2021
Alysa Evans, Chief Human Resources
Administrator

DocuSigned by:
Gil Dong 9/1/2021
Gil Dong, Labor Relations Analyst

DocuSigned by:
Joe Angelo 9/1/2021
Joe Angelo, Director
Human Resources Services

Approved as to Form
Donna Zelgler, County Counsel

DocuSigned by:
Kristy van Herick 9/1/2021
By: Kristy van Herick
Assistant County Counsel

**FOR ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION, SHERIFF'S
SWORN UNIT (028, 027, & 026)**

DocuSigned by:
Chuck Fletcher 8/7/2021
Chuck Fletcher, Labor Relations Consultant

DocuSigned by:
Dale Amarel 8/9/2021
Dale Amarel, Division Commander

DocuSigned by:
Daniel Brodie 8/11/2021
Daniel Brodie, Captain

DocuSigned by:
April Luckett 8/11/2021
April Luckett, Captain

DocuSigned by:
Daniel McNaughton III 8/12/2021
Daniel W. McNaughton III, Lieutenant

DocuSigned by:
Justin Miguel 8/13/2021
Justin Miguel, Lieutenant

APPENDIX A - SALARIES

Listed herein are all those Alameda County job classifications represented by the Alameda County Management Employees Association in Representation Units 026, 027 and 028. These salaries are established by the Alameda County Board of Supervisors and are effective on the date shown.

ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	HRS	FL
8620	SM	Lieutenant								
			10/3/2020			6268.80	6582.40	6906.40	40.00	E
8625	SM	Captain								
			10/3/2020	6538.40	6865.60	7204.00	7569.60	7942.40	40.00	E
8635	SM	Division Commander								
			10/3/2020	7525.60	7896.00	8286.40	8708.80	9132.00	40.00	E
ITEM	MC	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	HRS	FL
8620	SM	Lieutenant								
			10/3/2021			6488.80	6814.40	7149.60	40.00	E
8625	SM	Captain								
			10/3/2021	6768.80	7107.20	7457.60	7836.00	8221.60	40.00	E
8635	SM	Division Commander								
			10/3/2021	7790.40	8173.60	8578.40	9015.20	9453.60	40.00	E

APPENDIX B -
DOMESTIC PARTNERS

Domestic Partner Defined. A domestic partnership shall exist between two (2) 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 (2) parties reside together and share the common necessities life;
- b. the two (2) parties are: not married to anyone; eighteen (18) 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 (2) parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two (2) parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six (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 established the domestic partnership.

APPENDIX C -
EMPLOYMENT DISCRIMINATION
COMPLAINT PROCEDURES

Chapter 3.48

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

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

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

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

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five (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 the director of personnel.
2. Appeal from Decision of Department Head. The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. Review County Affirmative Action Officer. The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling, or settlement efforts.
4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her

determination which is the subject of the request for review. The impartial attorney, after reviewing the foregoing documents and without a hearing, shall determine whether the action of the director of personnel in refusing to schedule the appeal for hearing was correct. The determination of the impartial attorney in this regard shall be final, but a determination by the impartial attorney that the appeal should be scheduled for hearing shall not preclude the hearing officer or arbitrator from determination, upon the evidence adduced at the hearing, that the factor upon which the disparate treatment was based was related to the needs of the position or to employment in general.

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Sheriff's Management Units, 026, 027, & 028)

SAFETY RETIREMENT
August 20, 2010

The County of Alameda and the ACMEA Sheriff's Management hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired by the Sheriff's Office on or after October 17, 2010, shall be modified as follows:

1. The 3% at age 50 standard safety retirement plan will not be available.
2. The employee shall be enrolled into the 2% at age 50 safety retirement plan (Govt. Code 31644) unless the employee chooses to select the alternative 3% at age 55 plan (Govt. Code 31644.2) as specified in #3 below.
3. The new employee may, at his or her option, select an alternative 3% at age 55 safety retirement plan providing that the following conditions are met:
 - a) The option to select or reject the 3% at 55 plan must be made by the employee at the point of membership into the Alameda County Retirement System, and once made, is irrevocable.
 - b) The new employee agrees to pay an additional five percent (5%) of their pensionable wages as specified by the Alameda County Employees' Retirement Association.
 - c) Once the employee is fully vested in the Alameda County Retirement System at the conclusion of five years of full-time service, the additional pensionable wage cost as specified by the Alameda County employee's Retirement Association will be reduced to three percent (3%) of pensionable wages and shall remain as such unless modified by mutual agreement of the County of Alameda and the ACMEA Sheriff's Management or until the employee's retirement or Alameda County service is otherwise terminated.

For the County:

Keith Ganning
[Signature]

DATE: 8/19/10

For the Union:

Carly Nace - Pres, 2nd ACMEA
[Signature]

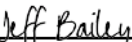
DATE: 8-20-10

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Sheriff's Management Units, 026, 027, & 028)

VACATION SELLBACK
June 30, 2021

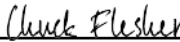
The parties agree the yearly maximum allowable vacation sellback shall be twenty (20) days per fiscal years 2021-2022, 2022-2023, 2023-2024, 2024-2025, and 2025-2026. The yearly maximum allowable vacation sellback for ACMEA Sheriff's Management Units 026, 027, & 028 shall decline to fifteen (15) days in fiscal year 2026-2027.

FOR THE COUNTY:

DocuSigned by:

5EBF626044F840D...

DATE: 7/1/2021

FOR ACMEA (Sheriff's Units 026, 027, 028):

DocuSigned by:

9A0BB522C4F149F...

DATE: 6/30/2021

MINUTE ORDER

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PAYPERIOD CALENDARS 2021 – 2026
COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2021

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

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2022**

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

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

tnghuyen 021810 (updated 070115)

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2023**

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

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2024**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2025**

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

**COUNTY OF ALAMEDA
 PAYPERIOD CALENDAR
 2026**

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

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

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

Ordinance No. O-2021-39

AN ORDINANCE APPROVING THE
FEBRUARY 7, 2021 THROUGH FEBRUARY 14, 2026 MEMORANDUM OF UNDERSTANDING WITH
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION – SHERIFF'S SWORN UNITS 026, 027, AND 028

The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

The provisions of Sections 1 through 33, Appendices A through C, including one (1) new Sideletter of Agreement of the February 7, 2021 through February 14, 2026 Memorandum of Understanding, between the County negotiators and the Alameda County Management Employees Association – Sheriff's Sworn Units, applicable to employees in Representation Units 026, 027, and 028, are hereby approved and incorporated herein by reference.

SECTION II

Article 3, Section 3-17, subsections 3-17.3, 3-17.16, 3-17.44, and 3-17.45 of the County of Alameda Salary Ordinance is hereby amended to read as follows:

3-17.3 – ~~Effective August 8, 2010, e~~ Employees occupying positions under Job Codes 8620SM, 8625SM or 8635SM, shall be compensated an additional five percent per biweekly pay period, when assigned to the Special Operations Group, as defined below.

- Not to exceed two (2) positions in charge in the Special Response Unit (SRU)
- Not to exceed two (2) positions in charge in the Crisis Intervention Unit (CIU)
- Not to exceed two (2) positions in charge in the Explosive Ordinance Disposal (EOD)

No one employee shall receive more than one ~~additional~~ five percent per bi-weekly pay period increase under this subsection, ~~regardless of the number of assignments held in this subsection.~~ Employees who are compensated under this subsection 3-17.3 shall not receive any additional compensation under subsections 3-17.16, 3-17.44 or 3-17.45.

3-17.16 – Effective September 19, 2021, Persons ~~persons~~ employed under Job Codes 8620SM (Lieutenant), ~~and~~ 8625SM (Captain) or 8635SM (Division Commander) assigned to work an alternate biweekly work schedule ~~(84 hours)~~ in the Sheriff's Office shall be compensated an additional five percent.

- Employees who are compensated under this subsection 3-17.16 shall not receive any additional compensation under subsections 3-17.3, 3-17.44 or 3-17.45.
- Effective January 1, 2021, the alternate biweekly work schedule (84 hours) shall be one of three (five-day) weekly schedules authorized by the Auditor-Controller and approved by the Sheriff, except for the positions designated as 12-hour shifts by the Sheriff.

3-17.44 – ~~Effective August 8, 2010, not to exceed~~No more than three (3) positions in Job Code 8620SM (Lieutenant) assigned to the Eden Township Substation, shall be compensated an additional five percent compensation per biweekly period, as defined below:

- One position assigned to the Investigative Unit,
 - One position assigned to the D.U.I., Tri-Valley Substation, SRO Unit, COPPS Unit, Parking Enforcement Unit, and
 - One position assigned to function as the Administrative Lieutenant.
- Employees who are compensated under this subsection 3-17.44 shall not receive any additional compensation under subsections 3-17.3, 3-17.16 or 3-17.45.

3-17.45 – Effective June 27, 2010, employees occupying positions under Job Codes 8620SM, 8625SM or 8635SM, when assigned to the Explosive Ordinance Disposal Team, shall be compensated an additional five percent.

- Employees who are compensated under this subsection 3-17.45 shall not receive additional compensation under subsections 3-17.3, 3-17.16 or 3-17.44.

SECTION III

This ordinance shall take effect immediately, and before the expiration of fifteen (15) days after its passage, shall be published once with the names of the members voting for and against it in the Inter-City Express, a newspaper published in the County of Alameda.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **28th** day of **September, 2021**, to wit:

AYES: Supervisors Chan, Haubert, Miley, Valle & President Carson – 5

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS


File No: 30685
Agenda No: 70
Document No: O-2021-39



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

ATTEST:

Clerk, Board of Supervisors

By: 
Deputy