

# SECOND READING - CONTINUED FROM 9/23/25

AGENDA NO. \_\_\_\_\_ September 23, 2025



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1401 Lakeside Drive, Suite 500  
Oakland, CA 94612-4305  
TDD: (510) 272-3703

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September 23, 2025

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

SUBJECT: ADOPT: 1) AN ORDINANCE APPROVING THE JUNE 22, 2025 THROUGH JULY 1, 2028 DEPUTY SHERIFFS' ASSOCIATION ("DSA") MEMORANDUM OF UNDERSTANDING ("MOU"); AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE APPLICABLE SECTIONS OF ARTICLES 1 AND 3.

Dear Board Members:

## **RECOMMENDATIONS:**

Adopt the following:

- 1) An Ordinance approving the June 22, 2025 through July 1, 2028 Memorandum of Understanding ("MOU") between the County of Alameda ("County") and the Deputy Sheriffs' Association of Alameda County ("DSA"); and
- 2) Salary Ordinance amendments to update salaries for classifications represented by DSA and remove obsolete provisions referencing DSA, as similar language is now incorporated in the 2025-2028 MOU:
  - i. Article 1 (Applicable Pay Rates), Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to reflect the negotiated general wage increases for all classifications represented by DSA and special salary adjustments on the effective dates listed, and
  - ii. Article 3 (Notes Applicable to Positions and Classifications Listed in Article 2 Preceding), Section 3-17 (Sheriff's Department), to delete subsections 3-17.02, 3-17.05, 3-17.14, 3-17.33, and 3-17.38 effective October 12, 2025.

## **DISCUSSION/SUMMARY:**

The DSA MOU expired as of June 21, 2025; however, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force until modified through the collective bargaining process. In an effort to reach agreement on a successor MOU, representatives of the County and of DSA (collectively herein, the "Parties") held 13 negotiating sessions beginning December 4, 2024. On June 26, 2025, the Parties reached comprehensive tentative agreement ("CTA") on a successor MOU and on July 13, 2025, the DSA membership ratified the CTA.

As such, staff recommend your Board adopt an Ordinance approving the June 22, 2025 through July 1, 2028 MOU between the Parties. The successor MOU includes the updated provisions as outlined in the attached Summary of Significant Negotiated Terms.

In addition, staff recommend updates to the Salary Ordinance as follows:

*An Equal Opportunity Employer*

- Update Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to reflect the negotiated wage increases as follows:
  - 1) Effective July 6, 2025, a four percent (4%) wage increase and a one percent (1%) special adjustment; and
  - 2) Effective January 4, 2026, a three percent (3%) special adjustment; and
- Amend Article 3, Section 3-17 (Sheriff's Department), to delete subsections 3-17.02, 3-17.05, 3-17.14, 3-17.33, and 3-17.38 effective October 12, 2025.

**SELECTION CRITERIA:**

N/A


**FINANCING:**

Funds are available in the 2025-2026 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from the recommendations.

**VISION 2026 GOAL:**

The recommendations 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:  
  
24C63D8E074A48D...  
Margarita Zamora, Director  
Human Resource Services

c: CAO  
Auditor-Controller  
County Counsel  
Sheriff

Ordinance No.

By Kristy van Herick  
Kristy van Herick, Assistant County Counsel

**AN ORDINANCE APPROVING THE  
JUNE 22, 2025 THROUGH JULY 1, 2028 MEMORANDUM OF UNDERSTANDING WITH  
THE DEPUTY SHERIFFS' ASSOCIATION**

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

**SECTION I**

The June 22, 2025 through July 1, 2028 Memorandum of Understanding, between the County of Alameda and the Deputy Sheriffs' Association of Alameda County applicable to employees in Representation Units 013 and S13 is hereby approved and incorporated herein by reference.

**SECTION II**

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

Ordinance No.

By Kristy van Herick  
Kristy van Herick, Assistant County Counsel

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE 2024 – 2025  
COUNTY OF ALAMEDA SALARY ORDINANCE

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

SECTION I

**Article 1, Section 1-1, Subsection 1-1.1** of the County of Alameda Salary Ordinance is hereby amended thereto of the following job codes, titles, and salaries, effective on the dates as listed below:

ITEM	MC	TITLE							
		Efft Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA	
8601	NM	Deputy Sheriff's Recruit							N
		7/6/2025					3895.20		
		1/4/2026					4012.00		
8602	NM	Deputy Sheriff I							N
		7/6/2025			4220.00	4426.40	4644.00		
		1/4/2026			4346.40	4559.20	4783.20		
8604	NM	Deputy Sheriff II							N
		7/6/2025	4915.20	5187.20	5418.40	5700.80	5968.00		
		1/4/2026	5062.40	5343.20	5580.80	5872.00	6147.20		
8617	NM	Sergeant							N
		7/6/2025			6465.60	6792.00	7124.00		
		1/4/2026			6659.20	6996.00	7337.60		

SECTION II

**Article 3, Section 3-17 (Sheriff's Office)**, subsections 3-17.2, 3-17.5, 3-17.14, 3-17.33, and 3-17.38 of the County of Alameda Salary Ordinance is hereby deleted effective October 12, 2025:

~~3-17.2—Any person occupying a position under Job Code 8604 or 8617 when certified as having met the requirements of the training incentive program as approved by the Board of Supervisors, shall be compensated as set forth in the Memorandum of Understanding with the Deputy Sheriff's Association.~~

~~3-17.5—Not to exceed thirty persons occupying positions under Job Codes 8602T, 8604, or 8617, when assigned as Canine Handlers, shall be compensated an additional \$30 per biweekly pay period.~~

~~3-17.14—Any person occupying a position in the County service when certified by STC as an instructor qualified to provide "Standards and Training for Corrections" instruction, and authorized by the Sheriff to provide such instruction, shall be compensated at a rate not to exceed the rate authorized by STC when providing such instruction. The Sheriff's Department shall transmit the rate to the Auditor on the same form as received from STC. If STC instruction is provided during employees scheduled work hours, the compensation is in addition to the regular compensation for the position; provided the employee is on approved paid leave or unpaid leave status.~~

~~3-17.33—Not to exceed two employees in Job Code 8604, when assigned as K-9 explosive handlers, shall receive an additional 5 percent compensation.~~

~~3-17.38—Effective October 6, 2007, not to exceed two persons occupying a position under Job Code 8617, when assigned to supervise a Canine Unit, shall receive an additional 5 percent compensation.~~

### **SECTION III**

This ordinance shall take effect immediately, and before the expiration of fifteen 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.

**MEMORANDUM  
OF  
UNDERSTANDING**

**DEPUTY SHERIFFS' ASSOCIATION  
OF ALAMEDA COUNTY**



**AND**

**THE COUNTY OF ALAMEDA**



**JUNE 22, 2025 - JULY 1, 2028**

**2025 - 2028**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY**  
**AND**  
**THE COUNTY OF ALAMEDA**

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

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THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "County," and the Deputy Sheriffs' Association of Alameda County, hereafter designated as the "Association," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period June 22, 2025 through July 1, 2028, for those employees working in representation units referred to in Section 1. (Recognition) hereof.

**SECTION 1. RECOGNITION**

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

**SECTION 2. NO DISCRIMINATION**

**2.A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, or because of age, race, color, sex, gender (including pregnancy, childbirth, breastfeeding or related medical conditions); gender identify, gender expression; ancestry, national origin, sexual orientation, religion creed, physical/mental disabilities, medical conditions, genetic information, marital status, military or veteran status, and/or any other protected class as defined by federal and state laws.

**2.B. COMPLAINT PROCESS.** Complaints arising pursuant to the provisions of this subsection shall only be processed according to the complaint procedure contained in Appendix D (Employee Discrimination Complaint Procedures), which is incorporated by reference to this MOU, and shall be excluded from Section 26. (Grievance Procedure).

**2.C. EMPLOYMEE DISCRIMINATION COMPLAINT PROCEDURES.** The County shall have the right to modify the Employee Discrimination Complaint Procedures (Appendix D) during the term of this MOU subject to the duty to meet and confer.

**2.D. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.** Neither the County nor DSA shall interfere with, intimidate, restrain, coerce, or discriminate against employees for exercising their right to engage in Association activity.

**SECTION 3. ASSOCIATION SECURITY**

**3.A. NOTICE OF RECOGNIZED ASSOCIATION.** The Sheriff's Office shall post within the employee work or rest area a written notice which sets forth the classifications included

within each representation unit referred to in Section 1 (Recognition) hereof and which includes any classification existing in the Sheriff's Office, and the name and address of the recognized employee organization for each such unit. The Sheriff's Office shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Association is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current MOU to be supplied by the Association. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable, provided the employee pays Association dues.

- 3.B. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification from the Association that an employee has signed an authorization for the deduction of association membership dues and/or designated fees, the County shall deduct the appropriate Association dues or fees and premiums for approved insurance programs as established and as may be changed from time to time by the Association from employee's pay in conformity with State and County regulations. The County shall promptly remit such dues or fees to the Association. Employee requests to cancel or change membership dues deductions must be directed to the Association, rather than to the County.

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

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

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

**4.A. BULLETIN BOARDS.** Reasonable space shall be allowed at each work site for a locked bulletin board (purchased and maintained by the Association) as specified by the Sheriff for use by the Association to communicate with employees covered by this MOU. Material shall be posted within the locked bulletin board space as designated, and not upon

the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.

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

For purposes of this MOU, "authorized representative of the Association" is defined as a paid employee of the Association and not a County employee.

**4.C. MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 26. (Grievances) hereof or to present at the Sheriff Office New Hire Orientation when a new employee is in attendance. The Sheriff may, upon timely application (48 hours prior) allow meetings of a representative of the Association and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Association business. The Sheriff shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice of such meetings and agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with County regulations for assignment and use of such facilities.

**4.D. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of the Association shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities, except that this Section shall not be deemed to supersede any other Section of the MOU or Government Code Section 3500, et seq.

**4.E. DATA TO THE ASSOCIATION.** The Employee Benefits Center shall provide a list of the names, classifications, department, work location, work telephone number(s), home address and home telephone number(s), work and personal email address on file with the County of all existing Association members four (4) times annually in accordance with subsection 4.F.6 (Quarterly Bargaining Unit Member List).

In accordance with the California Public Records Act, Government Code 7928.300(a)(3), the parties agree that if an employee takes affirmative action to complete the "Election Regarding Contact Information" form, the County shall not disclose to the Association the employee's home address and personal telephone number(s). The County acknowledges

that employees may change this election by submitting a written request to the Sheriff to release their home address and personal telephone number(s) to the Association and such change will take effect at the next regular contact information update to the Association.

#### **4.F. UNION ACCESS TO NEW EMPLOYEE ORIENTATION.**

Alameda County Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a countywide New Employee Orientation ("NEO") for all new employees hired into the County, including new Deputy Sheriff I (POST Grad) and Deputy Sheriff II (Lateral) hires. The EBC NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:15 a.m. – 1:00 p.m. Moreover, ACSO Human Resources also coordinates with HRS EBC, an NEO (onboarding) meeting with all new Deputy Sheriff Recruit hires. Recruits are scheduled to attend this NEO meeting two (2) weeks prior to their first day of work, typically on a Monday starting at 9:00 a.m.

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

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

Under exigent circumstances, ACSO Human Resources may provide a shorter notice, in which case the ACSO Human Resources will provide the information as soon as possible prior to the new employee NEO meeting date. The ACSO Human Resources NEO notification shall include the employee's name; classification; assigned division; work location; work phone number, and except for the employees who take affirmative action as noted in the "Limitation" below, ACSO Human Resources shall also provide the employee's home address; home telephone number(s); and personal email address. If the County does not have the personal email address on file, this information shall not be provided.

- a. Limitation: In accordance with the California Public Records Act Section 7928.300(a)(3), the parties agree that if an employee takes affirmative action to complete the "Election Regarding Contact Information" form, the County shall not disclose to the Association the employee's home address and telephone number(s). The County acknowledges that employees may change this

election by submitting a written request to the Sheriff's Office Human Resources to release their home address and telephone number(s) to the Association and such change will take effect at the next regular contact information update to the Association.

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

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

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

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

## **SECTION 5. RELEASE TIME**

### **5.A. BARGAINING, GREIVANCE, CONTRACT COMPLIANCE; MEET AND CONFER; LMC; AND NEO.**

Employee members of the Association bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee members of the Association bargaining



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

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

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

**5.B. ASSOCIATION BUSINESS LEAVE BANK.** Effective with the first full pay period in January of each year, through the duration of this MOU, employees represented by the Association shall have two (2) hours deducted from their accrued floating holiday leave balance and deposited in the Association Business Leave Bank. Once deposited, such hours are non-refundable and shall be converted to the recipient employee's hourly value on a dollar-for-dollar basis when utilized.

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

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

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

**6.A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Sheriff shall prepare a schedule showing the hours each employee who is covered by this MOU is to work. Except under unforeseeable circumstances, the Sheriff shall make every reasonable effort to assure that no employee shall have more than one (1) change of work schedule in any workweek. Fourteen (14) days advance notice of departmental work schedule changes and seventy-two (72) hours advance notice of intra-unit work schedule changes shall be mandatory. An employee may voluntarily request to change assignments prior to the conclusion of the notice period. Otherwise, no departmental or intra-unit schedule change will become effective except for unforeseeable circumstances, until the respective mandatory notice period has transpired.

- 6.B. HOURS OF WORK.** Unless otherwise set forth in subsection 7.J. (Alternate Biweekly Work Schedules), hours of work in the workday shall be eight (8) hours; the workweek shall consist of 40 hours for employees covered by this MOU.
- 6.C. ASSIGNING WORK SHIFTS.** In assigning work shifts, the Sheriff or their designee will give due regard to assigning shifts which will not disrupt or interrupt any employee's education or training programs and schedules.
- 6.D. REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three (3) hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives their right to said rest period and any right or compensation therefor. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- 6.E. REQUIRED EQUIPMENT.** Employees are expected to be at their individual work stations with required equipment in operable condition at the scheduled shift starting time.

## **SECTION 7. OVERTIME**

- 7.A. HOW OVERTIME IS AUTHORIZED.** Work for the County by an employee at times other than those so scheduled as provided in subsection 6.A. (Work Schedule and Change of Shift) shall be approved in advance by the Sheriff or their designee, or in cases of unanticipated emergency, shall be approved by the Sheriff or their designee after such emergency work is performed. No employee shall perform overtime work unless such overtime work has been approved by the Sheriff or their designee.
- 7.B. OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed pursuant to subsection 7.A. (How Overtime Is Authorized) of this Section in excess of the work hours set forth in subsection 6.B. (Hours of Work) of this MOU and as specified in the Fair Labor Standards Act ("FLSA") regarding hours worked in excess of 171 hours in a 28-day work period. Overtime work shall be kept to a minimum. Wherever feasible and appropriate, the Sheriff shall adjust work schedules to eliminate the need for overtime work.

### **7.C. OVERTIME PAYMENT.**

1. Except for employees assigned to an alternate biweekly work schedule as defined in subsection 7.J. (Alternate Biweekly Work Schedules) of this MOU, all overtime work shall be compensated at the rate of one and one-half (1.5) times the hourly rate either in cash, in compensatory time off ("CTO"), or a combination thereof. Overtime compensation in cash shall be paid within four (4) weeks from the date the overtime was worked.
2. Notwithstanding subsection 7.G. (Exempt Positions and Work Situations), employees who are scheduled to work 84 hours biweekly as defined in subsection 7.J. (Alternate Biweekly Work Schedules) of this MOU, shall be compensated for the four (4) hours of scheduled time in excess of 80 biweekly hours at the employee's straight overtime rate

of pay and shall be compensated in cash or CTO at the option of the employee, and shall only be eligible for premium overtime, at the rate of one and one-half (1.5) times the hourly rate as defined in 7.D.1., for hours worked in excess of their regularly scheduled pay period of 84 hours. Such overtime shall be compensated in cash, in CTO, or a combination thereof, at the option of the Sheriff.

3. Notwithstanding subsection 7.B. (Overtime Work Defined), employees who are scheduled to work an alternate work schedule, shall be entitled to premium overtime at the rate of one and one-half (1.5) times the hourly rate as defined in 7.D.1(Rates Defined), for all actual hours worked in excess of their scheduled pay period of 80 hours. Such overtime shall be in cash, in CTO, or a combination thereof, at the option of the Sheriff.

#### **7.D. RATES DEFINED.**

1. For purposes of this Section, hourly rate shall be defined as follows:

For employees working a 40-hour workweek, the hourly rate shall be the biweekly rate divided by 80.

For employees assigned to the alternate biweekly work schedule defined in subsection 7.J. (Alternate Biweekly Work Schedules), the hourly rate shall be defined as the biweekly rate shown in Appendix A divided by 80.

2. For purposes of this subsection, the FLSA regular rate of pay shall be defined as follows: An employee's regular rate of pay shall include in addition to their hourly rate as defined above, any applicable salary ordinance footnote and/or any applicable premium payment.

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

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

1. The method of compensation for cash payment of overtime worked shall be as follows:

Employees covered by the overtime provisions of the FLSA shall be paid time and one-half (1.5) for overtime work as provided in subsection 7I (When Compensatory Time Off May Be Taken or Paid) below based on the hourly rate defined in subsection 7.D.. (Rates Defined) provided, however, that time and one-half (1.5) the employees FLSA regular rate of pay defined in subsection 7.D. (Rates Defined) shall be paid for all actual hours worked in excess of 171 hours (excluding holidays and paid leave time) as provided in the FLSA Law Enforcement 28 Day Work Period.

**7.G. EXEMPT POSITIONS AND WORK SITUATIONS.** The following work situations are exempt from overtime provisions of this Section to the extent allowable under the FLSA: Time spent in study courses, seminars and meetings of professional groups.

**7.H. DAYLIGHT SAVINGS TIME.** All employees working during the time daylight savings time transitions shall be paid for actual time worked and in accordance with Section 7. (Overtime) and its provision.

1. Spring Daylight Savings Time – Employees working during the daylight savings time transition, shall work their full shift and, with advance notice to the supervisor, work an additional hour or take compensatory time off, vacation, in-lieu holiday, or floating holiday, at the employee's option to meet the full shift hours for the schedule.

2. Fall Daylight Savings Time - Employees working during the daylight savings time transition shall be paid for the actual hours worked for that shift. The additional hour worked shall be paid in accordance with Section 7. (Overtime) and its provisions.

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

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

An employee covered by the overtime provisions of the FLSA who has accrued CTO in accordance with this subsection shall upon separation from County service be paid for unused CTO at a rate of compensation not less than the average regular rate, as defined above, received by such employee during the last three (3) years of employment or the final regular rate received by such employee, whichever is higher. Effective October 12, 2025, CTO shall also be paid out in accordance with subsection 7.K.4.

**1. Compensatory Time Off Accrual and Use for Non-Industrial Leave:** An employee who receives prior written approval from the Sheriff or their designee for continuous leave as provided in subsections 22.C. (Military Leave); 22.L. (Pregnancy Leave); 22.M. (Child Bonding Leave); or the Federal Family and Medical Leave Act (FMLA) and who is required to remain off work for more than two (2) consecutive weeks, may exceed the CTO maximum accrual noted in 7.J. (When Compensatory Time Off May be Taken or Paid) above, to a maximum of 240 hours. Employees shall only be allowed to exceed the CTO maximum accrual for a period that occurs before the first day of non-industrial leave, FMLA leave, date of military deployment or date of childbirth, as applicable.

An employee who receives approval under this subsection 7.I.1. (Compensatory Time Off Accrual and Use for Non-Industrial Leave), shall utilize their CTO before utilizing their accrued vacation. Upon return from the approved leave as provided herein, the employee shall have their CTO balance, in excess of the 120 hours maximum accrual authorized in subsection 7.I. (When Compensatory Time Off May Be Taken or Paid) paid in cash at the employee's regular rate of pay.

**7.J. ALTERNATE BIWEEKLY WORK SCHEDULES.** The Sheriff shall, in their discretion, determine which, if any, classifications and positions shall be eligible for alternate biweekly work schedules, and retains the right, upon appropriate notice to the Association and after meeting and conferring if requested by the Association, to make changes in the

classifications and positions eligible for such alternate biweekly work schedules or to eliminate the program in its entirety.

Notwithstanding subsections 6.B. (Hours of Work) and 7.B. (Overtime Work Defined) of this MOU, an employee working in any unit or division of the Sheriff's Office may be assigned to the following alternate biweekly work schedules:

1. **84-Hour Work Schedule.** The employee works 84-hours in a bi-weekly pay period (36/48 shift or 48/36 shift), which includes four (4) hours of scheduled straight overtime.
2.
  - a. **Employees ("EEs") Absent for One (1) Shift:** An employee who is absent from work on paid leave for only one (1) scheduled shift in the pay period, will be charged eight (8) hours from the appropriate leave balance and will not report four (4) hours of straight overtime for said pay period.
  - b. **EEs Absent for More Than One (1) Shift:** An employee who is absent from work on paid leave for more than one (1) scheduled shift in the pay period, will be charged eight (8) hours from the appropriate leave balance for the first shift of absence and for each subsequent shift of absence in the pay period, the actual hours scheduled will be subtracted from the appropriate leave balance. The employee will not report four (4) hours of straight overtime for said pay period.
  - c. **Holiday Leave:** Employees shall not be entitled to more than eight (8) hours of holiday leave for each observed holiday that falls on an employee's normally scheduled workday. If the holiday is the employee's first absence in the pay period, the employee will report eight (8) hours of holiday leave for observing said holiday and will not report four (4) hours of straight overtime for said pay period. If the holiday is not the employee's first absence in the pay period, and the employee is eligible for the holiday pay, the employee shall report eight (8) hours of holiday leave and shall be required to submit either a floating holiday, in-lieu holiday, CTO or vacation request to make up the difference between eight (8) hours and the length of the shift that the employee would have worked but for the holiday leave. If the employee has no accrued floating holiday, in-lieu holiday, CTO or vacation leave, the remaining hours on the day of the holiday shall be reported as leave of absence without pay.
3. **80-Hour Work Schedules.** The employee works an 80-hour biweekly work schedule and are entitled to overtime payment for hours worked in excess of their regularly scheduled pay period of 80 hours.
  - a. **Eight (8) Ten-Hour (4/10) Shifts.** The employee works eight (8) ten-hour shifts in a biweekly pay period.
  - b. **44/36 or 36/44-hour schedule.** The employee works three (3) 12-hour shifts and one 8-hour shift in one week and three (3) 12-hour shifts in the other week of the biweekly pay period.
  - c. **Holiday Leave:** The employee shall not be entitled to more than eight (8) hours of holiday leave for each observed holiday that falls on an employee's normally

scheduled workday. For each eligible holiday, the employee shall report eight (8) hours of holiday leave and shall be required to submit either a floating holiday, in-lieu holiday, CTO or vacation request to make up the hours during the pay period in which the holiday falls, the difference between eight (8) hours and the length of the shift that the employee would have worked except for the holiday leave. If the employee has no accrued floating holiday, in-lieu holiday, CTO or vacation leave, the remaining hours on the day of the holiday shall be reported as leave of absence without pay.

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 the Association and after meeting and conferring if requested by the Association, to make changes in the classifications and positions eligible for such alternate biweekly work schedule or to eliminate the program in its entirety.

**7.K. COMPENSATORY TIME OFF USE RESTRICTION.** The express purpose of overtime/CTO is to provide compensation for hours worked in excess of the employee's normal hours in a pay period and is not for the purpose of modifying an employee's established, recurring work schedule. In order to ensure the appropriate accrual and application of overtime/CTO, the following exclusions and restrictions shall apply to all employees covered by this MOU.

1. Overtime worked in the same pay period in which vacation, CTO, floating holiday, sick leave or in-lieu holiday time is used shall only be paid in cash.
2. While on a CTO status, , employees shall be authorized to work overtime only while staffing Sheriff's Office approved special events (e.g., Coliseum Security Detail the County Fair, mutual aid, etc.).
3. If management can document that an employee is utilizing overtime/CTO in a way that, on any recurring basis, modifies their established, recurring work schedule, management shall have the prerogative to, with advance notice to the employee, compel that all overtime worked by this employee be paid only in cash for whatever period of time management deems appropriate. In no case shall this period of time exceed one (1) year.
4. Effective October 12, 2025, CTO balances shall be paid in cash for any unused CTO accrual at the time of promotion, at the employee's base hourly rate of pay in effect immediately prior to the promotion.

## **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 proximately resulting from such misuse or loss. Misuse

of a County car is covered under the Alameda County Administrative Code Chapter 3.32 and for the purposes of this subsection 8.B. (Equipment: Liability for Costs of Misuse) is not defined as equipment.

## **SECTION 9. UNIFORMS**

### **9.A. ALLOWANCE.**

1. Upon completion of 12 continuous months of employment, the County shall pay per annum a uniform allowance to each employee in the amount of \$1,250.00.
2. 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.
3. Newly hired Deputy Sheriffs or Recruits upon successful completion of the Academy shall receive a uniform allowance in the amount of \$1,000.00. These employees shall be entitled to the next regular bi-annual uniform allowance provided that at least six (6) months have elapsed since receipt of the initial uniform allowance.
4. The Sheriff or their designee shall provide the additional specialty uniform to each employee assigned to the units of K-9, Marine Patrol, Training, SRU, EOD, Hostage Negotiations, Motorcycle, Bicycle and Helicopter.
5. Under no circumstances, however, shall an employee, as a result of termination and subsequent reinstatement, be entitled to payment of a greater uniform allowance than if the employee had remained employed without interruption of service.

**9.B. REPLACEMENT.** The County will replace or repair all uniforms and equipment that are damaged or lost in the normal line of duty provided that such damages or losses were not caused by the employee's deliberate negligence. The determination whether to repair or replace shall be at the discretion of the Sheriff or their designee.

**9.C. UNIFORMS NOT SALARY.** The uniform allowance paid by the County shall not be considered as part of salary.

## **SECTION 10. HOLIDAYS**

### **10.A. HOLIDAYS DEFINED.**

1. Paid holidays shall be:

<b>Date Observed</b>	<b>Known As</b>
January 1	New Year's Day
Third (3 <sup>rd</sup> ) Monday in January	Dr. Martin Luther King, Jr. Birthday
February 12	Lincoln's Birthday
Third (3 <sup>rd</sup> ) Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day

Date Observed	Known As
First (1 <sup>st</sup> ) Monday in September	Labor Day
November 11	Veteran's Day
Fourth (4 <sup>th</sup> ) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas

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 HOLIDAYS.**

1. Full-Time Employees. Full-time employees shall be allocated four (4) floating holidays, the equivalent of 32 hours, as provided in this MOU to be scheduled by mutual agreement between the employee and the Sheriff or their designee and taken within the period between January 1<sup>st</sup> and December 31<sup>st</sup> of each year. Each employee hired prior to July 1 of each year shall be entitled to the floating holidays. Employees hired after July 1 will not be entitled to the floating holidays for the calendar year in which they were hired. The first 24 hours (or 32 hours effective January 1, 2021) of vacation or CTO taken during each calendar year shall be charged as floating holiday time. Any floating holiday not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.
2. Less than Full-Time Employees. Less than full-time eligible employees shall be entitled to prorated floating holidays based on a proration of the hours the employee is regularly scheduled to work as of January 1.
3. If the standard working hours change for a less than full-time eligible employee after January 1 but prior to July 1 of a calendar year, their floating holiday hour shall be increased based on the employee's full-time status. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.
4. Alternate Biweekly Work Schedules. For an employee assigned to the alternate biweekly work schedule defined in subsection 7.J. (Alternate Biweekly Work Schedules), a floating holiday shall be the number of floating holiday hours charged as provided in subsections 7.J.2. and 7.J.3.
5. Effect of Leave Without Pay on Floating Holidays. Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use floating holiday hours for that calendar year when they return on paid status during the same calendar year.

#### **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 lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek.

**10.D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; June 19, known as Juneteenth, July 4; November 11, known as "Veterans Day"; or December 25 falls on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph 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, June 19, 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, February 12 (Lincoln's Birthday), June 19 (Juneteenth) July 4 (Independence Day), November 11 (Veteran's Day), on the actual holiday rather than the County designated day of observance of the holiday.

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

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

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

### **2. Holiday Pay.**

- a. Employees shall receive premium holiday pay (or accrued as in-lieu holiday time off at the option of the employee), at the rate of time and one-half (1.5) for their entire regularly scheduled work shift, provided that the scheduled work shift begins between the hours of 0001 and 2400 on the day on which a holiday is celebrated.
  - b. Employees who begin their regularly scheduled work shifts between the hours of 0001 and 2400 on the day before a holiday is celebrated shall not receive premium holiday pay (time and one-half (1.5)) for any portion of their work shift, regardless of the fact that some portion of their work shift may occur on the day on which a holiday is celebrated.
- 3. Holiday Overtime.** Employees shall be compensated at a premium of two and one-half (2.5) times their normal rate of pay (or in-lieu holiday time off at the option of the employee), for any hours worked beyond their regularly scheduled work shift (before or after their regularly scheduled work shift), when such additional work hours occur between 0001 and 2400 on the day on which a holiday is celebrated.
- 4. Value of a Holiday.** The value of a holiday is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime.

## **SECTION 11. HEALTH AND WELFARE**

**11.A. MEDICAL PLANS.** The County offers Health Maintenance Organization (HMO) medical plan options and effective February 1, 2021, a Preferred Provider Organization (PPO)/Indemnity medical plan. At least one (1) option shall include, but not limited to, a plan with the following co-payments: office visit \$15 per visit, emergency room up to \$50 per visit, and prescription coverage. Alternative plan options listed in subsection 11.C.2. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

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.** The County shall contribute eighty-five percent (85%) of the total semi-monthly medical premium for an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan towards the coverage of an enrollment at the employee's applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The balance of the semi-monthly medical premium will 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 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred

percent (100%) of the semi-monthly medical premium for the benefit and the County will make no contribution.

3. **Continuing Coverage Due to Layoff.** Employees laid off as a result of a reduction in force will be entitled to one (1) month of County-paid medical plan coverage equal to the medical plan coverage the month prior to layoff.

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

1. **Payment of Premiums.** The County shall contribute the total semi-monthly premium for a County-offered dental plan at applicable 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 23.M. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If 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 Maximum Dental Coverage for County-Offered PPO Plan.**
  - a. The maximum annual dental coverage limit shall be \$1,450.00.
  - b. **Effective Plan Year 2026**, the maximum annual dental coverage limit shall be \$1,900.00.
3. **DSA Orthodontia Dental Plan:** An orthodontia policy is available for the employee and their dependents. Premiums shall be paid by all employees through payroll deductions. Premium payments shall be established through agreement with the orthodontia coverage provider. This policy is subject to premium costs, eligibility requirement, age limitations, coverage exclusions and all other provisions set forth in the applicable insurance contracts.

Effective Plan Year 2026, the County will no longer administer the DSA Orthodontia Dental Plan. Employees shall be eligible for Adult and Child Orthodontia benefits offered under the County's dental plan options with a lifetime orthodontia benefit of \$2,500 in accordance with the County's plan options.

#### **11.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.**

1. **Benefits Subject to Availability.** The foregoing County-offered medical and dental options shall be available to the extent that the applicable carrier continues to offer these benefits. The County shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

The Parties agree that this MOU shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the medical and dental plan benefits and contribution rates.

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

a. Medical Plan Coverage: 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:

- i. Up to one (1) full family PPO/Indemnity plan;
- ii. Up to one (1) full family HMO plan;
- iii. Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan; or
- iv. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

b. Dental Plan Coverage: 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:

- i. Up to one (1) full family PPO plan together with up to one (1) PPO supplemental plan;
- ii. Up to one (1) full family PPO plan together with up to one (1) full family DHMO plan;
- iii. Up to one (1) full family DHMO plan; or
- iv. Up to one (1) full family PPO plan.

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

### **3. Effect of Leave Without Pay and Re-Enrollment.**

a. Medical Plan. Employees who are absent on leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 11.A.2. (Proration).

- b. **Dental Plan.** Employees who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period due to leave without pay (including vacation purchase hours referenced in subsection 23.M. (Vacation Purchase Plan)) shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who lose their dental plan coverage for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying 100% of their current medical or dental plan premiums or enroll in and pay 100% of the premiums of a lower level of medical or dental plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical or 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 medical or dental plan during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses their medical or dental plan coverage for three (3) months or less, shall be allowed to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date 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.

Those employees whose medical or dental plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

4. **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 or dental 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.
  5. **Open Enrollment.** Eligible employees may choose from the medical or dental plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
- 11.D. **VISION PLAN.** Employees shall be eligible to participate in the Alameda County Voluntary Vision Plan. The premium cost shall be paid by the employee.
  - 11.E. **SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 11.A. (Medical Plans) and have alternate medical coverage, are eligible to

enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e. Self, Self + 1 dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to subsection 11.E.2 (Proration).

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

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

Effective Plan Year 2026, 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.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

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

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

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

- Medical

- Vision
- Supplemental Employee Group Life Insurance
- Group Accidental Death and Dismemberment Insurance

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

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

- 1. Annual Allowance:** The annual County Allowance amount shall be six hundred dollars (\$600).

Effective Plan Year 2026, the annual County Allowance amount shall be increased to one thousand two hundred dollars (\$1,200).

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

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

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

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

## **SECTION 12. LIFE INSURANCE**

**12.A. GROUP LIFE INSURANCE.** Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, basic group life insurance coverage of \$12,000 will be provided to each employee who meets the County enrollment requirements, with said coverage being reduced by thirty-five percent (35%) at the age of 65. The County shall continue to pay the necessary premiums for two (2) pay periods after the employee goes on approved leave without pay. Life Insurance is subject to policy eligibility requirements, age limitations, coverage exclusions, conversion rights and all other provisions set forth in the Evidence of Coverage.

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

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

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

The parties agree to continue in full force and effect during the life of this MOU the educational incentive program as outlined in Appendix B (Training Incentive Award Program) of this MOU.

## **SECTION 14. CALL-BACK PAY**

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

## **SECTION 15. EXPLOSIVE ORDNANCE DISPOSAL TEAM**

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

## **SECTION 16. MEALS**

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



**SECTION 17. DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION POLICY**

Both the County and the Association hereby recognize and confirm their mutual commitment to the philosophies and policies set forth in the County of Alameda's Discrimination, Harassment, and Retaliation Prevention Policy.

**SECTION 18. COURT APPEARANCES/TESTIMONY**

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

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

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

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

**SECTION 19. STANDBY PAY**

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

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

1. An employee specifically assigned on a temporary basis to a higher-level position in which there is no appointed incumbent or in which the appointed incumbent is on paid or unpaid leave, shall be compensated at the pay rate for the higher-level position provided that all of the following criteria are met:

- a. The full range of duties of the higher-level position has been specifically assigned in writing by the Sheriff.
  - b. Assignment for out-of-class pay can only be made for the full shift of the higher-level position. Under the provisions of this Section, part-time employees can only meet the "full shift" criteria by being assigned to a higher-level part-time position, or by being assigned to work the full shift of a full-time position.
2. Compensation for temporary assignment to a higher-level position shall be as follows:
  - a. The service in such a position exceeds ten (10) days in any 12-month period, and payment shall be retroactive to the first day of such services in a 12-month period.
  - b. The rate of pay pursuant to this Section shall be calculated as though the employee had been promoted to the higher-level position. Since out-of-class pay is an assignment rather than a Civil Service appointment to the position, the employee is not eligible for step increases which apply to the higher level position but continues to receive step increases for the lower-level position, if the employee is otherwise eligible for step increases in the lower-level position.
  - c. An employee otherwise eligible for out-of-class pay who is absent on paid leave shall be paid at the out-of-class pay rate for such paid leave, provided that:
    - i. Another person has not been hired or assigned to work on an out-of-class pay basis to the same position to which the out-of-class pay assignment has been made for the same period.
    - ii. Paid leave shall be granted at the higher level during an employee's assignment in the higher level, provided, however, that if any absence exceeds 5 consecutive workdays, the employee shall be paid for such absence in excess of 5 workdays at the employee's regular non-out-of-class rate.
  - d. Time worked in a higher-level assignment in excess of the work week affixed to the employee's Civil Service appointed position shall be compensated pursuant to the provisions of Section 7. (Overtime) hereof.

**20.B. BILINGUAL PAY.** Employees must have taken and passed a bilingual proficiency test coordinated by the County Human Resource Services Department or the Alameda County Sheriff's Human Resources Office and administered by a person who has been certified as bilingually proficient (including sign language for the deaf). The bilingual proficiency test and the County's determination as to an individual's bilingual competency shall not be subject to the grievance procedure.

1. **Positions Designated Bilingual:** Upon the recommendation of the Sheriff and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional forty dollars (\$40.00) per biweekly pay period. Effective October 12, 2025, the bilingual pay shall be increased to sixty dollars (\$60.00) per biweekly pay period.
2. **Bilingual Pay for Services Requested:** An employee who is directed by the Sheriff to use and uses their bilingual skills in the course of their assignment shall be compensated

an additional forty dollars (\$40.00) for the biweekly pay period. Effective October 12, 2025, the bilingual pay shall be increased to sixty dollars (\$60.00) for each pay period in which the employee is directed by the Sheriff to use their bilingual skills in the course of the employee's assignment.

#### **20.C. TRAINING OFFICER ASSIGNMENTS.**

**1. Field Training or Jail Training Officer.** An employee occupying a position under JC 8604 and designated as a Field Training Officer or a Jail Training Officer shall receive a five percent (5%) footnote per pay period over their base rate of pay.

**2. Supervising Field Training or Supervising Jail Training Officer.** An employee occupying a position under JC 8617 and designated as a Supervising Field Training Officer or Supervising Jail Training Officer shall receive a five percent (5%) footnote per pay period over their base rate of pay.

**3. Recruit or Supervising Recruit Training Officer.** Effective October 12, 2025, employees in JCs 8604 and 8617 who are designated by the Sheriff or their designee as a Recruit Training Officer or a Supervising Recruit Training Officer shall receive an additional compensation of five percent (5%) of their base rate of pay.

4. The additional compensation shall cease when the employee is no longer designated by the Sheriff or their designee as a training officer under the respective premium conditions above.

#### **20.D. CANINE UNIT ASSIGNMENT.**

1. An employee occupying a position under JC 8604 and assigned to the Canine Unit, shall receive a minimum of three and one-half (3.5) hours overtime (5.25 straight time hours) per pay period, and additional overtime with supervisory approval, over their regular rate of pay for care of their dog beyond normal working hours. Effective October 12, 2025, this provision shall no longer apply and the compensation provided herein shall be replaced with the following:

- a. Effective October 12, 2025, not to exceed thirty (30) employees occupying a position under JC 8604 who are assigned as a Canine Handler, shall receive five percent (5%) additional compensation of the base pay and 5.25 straight time hours per biweekly pay period for the purpose of compensating the handler for the care, maintenance, and/or activities beyond their normal working hours.

Handlers are not to spend additional time caring for their dogs than provided in the agreement without seeking prior approval from their supervisor.

2. Up to two (2) employees in Job Code 8617 assigned to supervise the Canine Unit shall receive five percent (5%) additional compensation of the base pay.

#### **20.E. CORONER'S UNIT ASSIGNMENT.**

Effective October 12, 2025, employees in Job Codes 8604 or 8617 who are assigned to the Coroner's Unit shall be compensated an additional five percent (5%) of the base rate of pay.

**20.F. LONGEVITY PAY.**

1. **Ten (10) Years of Service.** Effective October 12, 2025, employees completing ten (10) or more years of continuous County service (equivalent to or at least 20,800 total service hours for 80-hour employees) shall receive an additional one percent (1%) compensation of the base pay.
2. **Twenty (20) Years of Service.** Effective October 12, 2025, employees completing twenty (20) or more years of continuous County service (equivalent to or at least 41,600 total service hours for 80-hour employees) shall receive an additional one percent (1%) for a total of two percent (2%) compensation of the base pay.

**20.G. PREMIUM PAY.** An employee on vacation or CTO who works a different shift than normally scheduled or the same shift at a different work assignment, shall receive premium pay (time and one-half (1.5)) for all hours worked on that shift. Similarly, an employee on vacation or CTO who is assigned to work the Coliseum or Alameda County Fair detail, shall receive premium pay (time and one-half (1.5)) for all hours worked.

**SECTION 21. NOTICE OF LAYOFF.**

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

**SECTION 22. LEAVES OF ABSENCE**

**22.A. LEAVE MAY NOT EXCEED SIX (6) MONTHS.** A leave of absence without pay may be granted by the Sheriff upon the request of the employee seeking such leave, but such leave shall not be for longer than six (6) months, except as hereinafter provided.

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

**22.C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of their military orders which specify the dates and duration of such leave.

If such employee shall have been continuously employed by the County for at least one (1) year prior to the date such absence begins, they shall be entitled to receive paid military leave as follows:

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

2. During the period specified in subsection 22.C.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

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

**22.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Sheriff may grant an employee a leave of absence without pay from their position who, as a result, may be temporarily appointed to a position which is vacant during the period of such military leave of absence.

**22.E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Sheriff upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one (1) year.

**22.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Sheriff to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one (1) year.

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

**22.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which 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.

**22.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which

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

**22.J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this MOU to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing 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.

**22.K. BEREAVEMENT LEAVE.** A regular scheduled employee may be granted up to five (5) days of leave of absence with pay by the Sheriff because of death in the immediate family. Employees are required to complete and submit the Bereavement Leave Statement within 30-days of the start of the bereavement leave, and the bereavement leave shall be completed within three (3) months of the date of the death of immediate family member.

For purposes of this sub-section 22.K. (Bereavement Leave), "immediate family" means a:

- Spouse or Domestic Partner, as defined in the Appendix C (Domestic Partners Defined),
- Parent, (biological, adoptive, step, in-law, foster or legal guardian) of an employee, the employee's spouse, or Domestic Partner,,
- Child (biological, adopted, step, foster, legal ward, or a child of a Domestic Partner),
- Grandparent,
- Grandchild,
- Sibling,
- Any other person sharing the relationship of in loco parentis,
- When living in the household of the employee, a brother-in-law, or sister-in-law.

Entitlement to leave of absence under this sub-section 22.K. (Bereavement Leave) shall be only for all hours the employee would have been scheduled to work for those granted and shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

For employees assigned to a biweekly work schedule defined in subsection 7.J. (Alternate Biweekly Work Schedules), the hours charged against a leave of absence under this subsection 22.K. (Bereavement Leave) shall be as provided in subsections 7.J.2. and 7.J.3.

**22.L. PREGNANCY DISABILITY LEAVE.** Employees who are disabled by pregnancy, childbirth, or a related medical condition are entitled to an unpaid, job-protected leave of absence of up to 17 and 1/3 weeks as determined by the employee's health care provider, in accordance with the Fair Employment and Housing Act (FEHA) Pregnancy Disability Leave (PDL) provision. Employees who are approved for PDL will have their accrued sick leave automatically applied and/or supplemented if they are eligible and receiving State Disability Insurance (SDI). If employees exhaust their sick leave, their accrued vacation, CTO or other accrued paid leave will automatically be applied to their PDL unless the employee requests, in writing, not to have their other leave balances applied. For employees who are regularly scheduled to work less than the normal full-time work week for the classification, usage of accrued paid leave shall be granted only for those days, or fractions thereof, on which such employees would have been regularly scheduled to work and would have worked but for the PDL. PDL runs concurrently with approved leave under the Family and Medical Leave Act (FMLA), if eligible.

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

Reinstatement of an employee returning from PDL or other job-protected leave shall be to the same classification the employee occupied when leave was taken, and the Sheriff or their designee shall make their 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. The determination of whether the Sheriff or their designee has used their best effort herein, shall not be subject to the grievance procedure.

## **22.M. CHILD BONDING LEAVE**

1. **Child Bonding Leave Under California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA).** An employee who is a new parent (birth, adoptive or foster placement) is entitled to an unpaid, job-protected leave of absence to bond with a new child up to 12-weeks, within one (1) year of the qualifying event, in accordance with CFRA and FMLA. Child bonding leave taken under CFRA runs concurrently with approved FMLA, if eligible. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis shall be permitted leave of less than two (2) weeks' duration on any two (2) occasions. Any requests for additional occasions of intermittent leave or a reduced work schedule are subject to approval by the Sheriff or their designee as allowed by law.
2. **Additional County Child Bonding Leave Not Covered by CFRA/FMLA.** An employee may be eligible to take up to a total of 26-weeks of leave inclusive of time under FEHA PDL and Child Bonding Leave under CFRA/FMLA; however, any additional leave taken up to the maximum 26-weeks of total leave that is not covered under FEHA PDL or CFRA/FMLA may be taken utilizing the employee's own leave balances or will be considered authorized leave without pay and subject to subsection 22.O. (Effect on Leave Without Pay). If an employee's combined leave under FEHA PDL and CFRA/FMLA is 26-weeks or more, the employee shall not be eligible for Additional County Child Bonding Leave under this subsection.
3. **Application of Employee Accrued Leave During Child Bonding:** An employee's accrued vacation leave, CTO, or other accrued paid leave will be automatically supplemented during the period of child bonding leave referenced in subsection 22.M.1 (Child Bonding Leave under CFRA/FMLA) and 22.M.2. (Additional County Child Bonding Leave Not Covered by CFRA/FMLA), unless the employee requests, in writing, to not have their other leave balances applied. In the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave.
4. **Use of Sick Leave During Child Bonding.** The use of sick leave during child bonding leave shall not be permitted unless the employee is otherwise eligible to use it as provided in subsection 24.J. (Family Sick Leave).
5. **Reinstatement Following Child Bonding Leave.** Reinstatement of an employee returning from child bonding leave or other approved leave referenced herein shall be to the same classification the employee occupied when the leave was taken and the Sheriff shall make their 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. The determination whether the Sheriff has made their best effort herein shall not be subject to the grievance procedure.

**22.N. LEAVE FOR REPRODUCTIVE LOSS.** Effective January 1, 2024, after 30 days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of 20 days within a 22-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays. The leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date or final date of the reproductive loss event. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave must be completed within three (3) months of the end date of the other leave.

For purposes of this subsection 22.N. (Leave for Reproductive Loss), a “reproductive loss” is defined as a:

- Failed adoption
- Failed surrogacy
- Miscarriage
- Stillbirth
- Unsuccessful assisted reproduction

To request such leave, employees must complete and submit the “Request for Leave for Reproductive Loss” to their ACSO Human Resources representative.

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

## **SECTION 23. VACATION LEAVE**

### **23.A. VACATION ACCRUAL.**

1. Employees shall accrue vacation leave as follows:

- a. **Two (2) Weeks Accrual** — 3.077 hours for each biweekly pay period on paid status until completion of 104 biweekly pay periods of continuous employment up to a maximum accrual of 160 hours.
- b. **Three (3) Weeks Accrual** — 4.615 hours for each biweekly pay period on paid status after completion of 104 biweekly pay periods of continuous employment and until completion of 286 biweekly pay periods of continuous employment up to a maximum accrual of 240 hours.
- c. **Four (4) Weeks Accrual** — 6.154 hours for each biweekly pay period on paid status after completion of 286 biweekly pay periods of continuous employment and until completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 320 hours.



- d. **Five (5) Weeks Accrual** — 7.692 hours for each biweekly pay period on paid status after completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 400 hours.

2. **Employee Entry Into Bargaining Units Covered By This MOU.** This subsection applies to those hired as employees of Alameda County on or after January 10, 2010 who enter a bargaining unit covered by this MOU and come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in subsection 23.A.1. above. Notwithstanding the above, upon entry into this bargaining unit, for those who have a vacation balance in excess of the two (2) times accrual rate, they shall have their vacation balance reduced and subject to the maximum balance as provided in subsection 23.A.1. by the pay period containing January 1 of the year following their appointment into the bargaining unit. The vacation leave balance of any employee which exceeds the maximum balance allowable will be paid to the maximum balance provided in subsection 23.A.1. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

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

1. An employee who accrues vacation leave under subsection 23.A.1. who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A for unused vacation accrued to the date of their separation.

Employees who accrue vacation leave under subsection 23.A.1. shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which will permit further vacation accrual. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

2. An employee who accrues vacation leave under subsection 23.A.2 who leaves the County service for any reason shall be paid at the biweekly or hourly rate for each classification as set forth in Appendix A for unused vacation accrued to the date of their separation, provided that such entitlement shall not exceed vacation earned during the two (2) years of employment preceding such separation.

Employees who accrue vacation leave under subsection 23.A.2 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which do not exceed the amount for which they can receive cash payment hereunder upon termination. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination.

3. An employee who accrues vacation leave under subsection 23.A.2. who has received pay pursuant to Labor Code section 4850 for a period of at least 6 months during the 18 months which precede the date of their retirement or other termination shall be entitled to

cash payment of untaken vacation leave accrued as of the commencement of such section 4850 pay, within the limitations provided above, plus the amount of vacation accrued from and after the date such section 4850 commences.

**23.C. VACATION SELLBACK.** Employees may receive the equivalent cash payment of up to 120 hours of accrued vacation per fiscal year, in a minimum of eight (8) hour increments per pay period. This benefit shall be prorated for part-time employees in the normal work week for which the employee is normally scheduled to work. Requests for vacation sellback are irrevocable.

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

**23.E. MAXIMUM VACATION LEAVE.** An employee shall be allowed to take one and one-half (1.5) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave. An employee, with the permission of the Sheriff may take vacation in excess of one and one-half times (1.5) their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

**23.F. DEFINITIONS.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work. For employees assigned to the alternate biweekly work schedule defined in subsection 7.J. (Alternate Biweekly Work Schedules), "working day" shall mean any day upon which an employee would normally be required to work except that for purposes of defining paid leave, the hours shall be as provided in subsections 7.J.2. and 7.J.3.

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

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

Vacations will be scheduled by mutual agreement between the Sheriff and the employee. An employee shall be allowed to divide their vacation leave in any calendar year in up to six (6) vacation leave segments.

The Sheriff, at their discretion, may grant an employee additional segments of vacation.

**23.I. PERSONAL LEAVE.** An employee shall be allowed two (2) days in any calendar year from their regular vacation allowance for personal leave. For an employee assigned to the alternate biweekly work schedule defined in subsection 7.J. (Alternate Biweekly Work

Schedules) a personal leave day shall be the number of personal leave hours charged against the employee's vacation balance as provided in subsections 7.J.2. and 7.J.3.

The Sheriff or their designee shall not deny a request for this leave except for reasons critical to the operation of the department. Such personal leave shall be in segments of one-half (1/2) day or more.

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

**23.K. RESTORATION OF CUMULATIVE VACATION BALANCES.** An employee who was employed by the County for less than six (6) months and was laid off due to a reduction in force may have their unused cumulative vacation leave (accrued pursuant to subsection 23.A. (Vacation Accrual) restored, provided they are reinstated from layoff status within three (3) years of the date of layoff.

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

**23.M. VACATION PURCHASE PLAN.** Full-time employees accruing vacation in accordance with subsection 23.A.1.a. (Two Weeks Accrual) may elect to purchase one (1) additional week of vacation subject to approval by the Sheriff over and above their regular entitlement. Employees accruing vacation in accordance with subsections 23.A.1.b-d. (Three, Four, and Five-Weeks Accrual), and part-time, and intermittent employees may not purchase vacation. The additional week if approved by the Sheriff may be purchased in the following manner:

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

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

On the first pay period of the calendar year, the employee's vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased as defined in subsection 23.H (When Vacation May Be Taken). The County shall make deductions from the pay of such employee in the amount of the value of one (1) or two (2) weeks of salary in 24 equal installments. In the event an employee uses their purchased vacation time and leaves the employment of the County

prior to paying for the additional vacation, the employee agrees as a condition of participation that the County will recover the unpaid cost from the employee, including deducting any sum owed to the County from the employee's final pay warrant.

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

Employees purchasing vacation are responsible for all County costs associated with vacation purchase. For the pay periods in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. As a result, the employee shall be responsible for payment, on a prorated basis, of the County's full premium contribution for bi-weekly time coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards county seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

The County and the Association agree that this Section 23.M (Vacation Purchase Plan) of the MOU may be unilaterally subject to being reopened at the County's request to meet and confer regarding possible changes related to Vacation Purchase.

## **SECTION 24. SICK LEAVE**

**24.A. SICK LEAVE DEFINED.** As used in this Section 24. (Sick Leave), "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/dental appointments, exposure to contagious disease, and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves when the employee is a victim of domestic violence, sexual assault, stalking, or other crimes that cause physical or mental injury or involving a threat of physical injury, or when the employee's immediate family member is deceased as a direct result of a crime.

**24.B. SICK LEAVE NOTIFICATION BY EMPLOYEE.** An employee who will be on sick leave shall provide the following minimum time notice to a supervisor at their duty station, except in extreme unforeseen circumstances: at all 24-hour duty stations, a one (1) hour notice; at all other duty stations, sick leave notice to be provided within the first half (1/2) hour of the scheduled shift.

**24.C. EMPLOYEE DEFINED.**

As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service and working full time, and otherwise subject to the provisions of this MOU.

**24.D. SHERIFF DEFINED.** "Sheriff," as used in this MOU, shall mean the Sheriff or designee of the Sheriff.

**24.E. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** If an employee is incapacitated by sickness or injury received in the course of their employment, they shall be entitled to the benefits provided for them by the California Labor Code Section 4850, et seq. in lieu of sick leave.

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 seventy-five percent (75%) of gross salary. Amount of leaves necessary for this purpose is computed for each case by the Auditor's Office.

**24.F. CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of 4 hours for each full biweekly pay period on paid status up to a maximum accumulation of 1,240 hours (equivalent to 155 - 8-hour work days) of unused sick leave with pay entitlement. The Sheriff shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of their accumulated unused sick leave with pay entitlement.

**24.G. CONVERSION OF SICK LEAVE TO IN-LIEU HOLIDAY TIME.** When an employee's sick leave balance accrued pursuant to subsection 24.F. (Cumulative Sick Leave Plan) reaches

1,240 hours, 40 hours shall be deducted from said sick leave balance and shall be converted to eight (8) hours of in-lieu holiday time.

**24.H. SICK LEAVE CREDIT AT RETIREMENT.** Employees who are members of the Alameda County Employee's Retirement System and who retire shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.

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

**24.J. FAMILY SICK LEAVE.** Leave of absence with pay shall be granted by the Sheriff to care for family members who are ill or injured, including emergency or routine medical/dental appointments. Employees are eligible to use, in each calendar year, nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured. For the purpose of this subsection, "immediate family" means a:

- Spouse or Domestic Partner as defined in Appendix C (Domestic Partners Defined),
- Parent (biological, adoptive, foster, step, in-law, or legal guardian) of an employee, or the employee's spouse or Domestic Partner,
- Child (biological, adopted, step, foster, legal ward, or child of a Domestic Parent,
- Grandparent,
- Grandchild,
- Sibling, or
- Any other person sharing the relationship of in loco parentis; or
- When living in the household of the employee, a brother-in-law or sister-in-law, and grandparents.
- "Designated person" whom the employee must define at the time they request the leave. Employees are limited to one (1) "designated person" per 12-month period.

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

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

## **SECTION 25. WAGES**

### **25.A. GENERAL WAGES INCREASES.**

1. **Effective July 6, 2025**, the general wage increase for all represented classifications shall be four percent (4.0%).
2. **Effective October 11, 2026**, the general wage increase for all represented classifications shall be four percent (4.0%) above the median salary as determined by the salary survey outlined in subsection 25.C. (Deputy Sheriff Salary Survey – Agencies and Classifications) based on wages in effect as of September 30th of each year. The general wage increase shall be no less than four percent (4%) and no more than five percent (5.0%).
3. **Effective October 10, 2027**, the general wage increase for all represented employees shall be four percent (4.0%) above the median salary as determined by the salary survey outlined in subsection 25.C. (Deputy Sheriff Salary Survey – Agencies and Classifications) based on wages in effect as of September 30th of each year. The general wage increase shall be no less than four percent (4.0%) and no more than five percent (5.0%).

**25.B. SPECIAL ADJUSTMENTS.** In addition to the general wage increase, all employees shall receive a special adjustment as follows:

1. **Effective July 6, 2025**, a special adjustment wage increase of one percent (1.0%) shall be applied to all represented classifications.
2. **Effective January 4, 2026**, a special adjustment wage increase of three percent (3.0%) shall be applied to all represented classifications.

#### **25.C. DEPUTY SHERIFF SALARY SURVEY**

**Agencies and Classifications.** The County and the DSA shall utilize the following agencies for the purpose of conducting the salary surveys to determine wages as stipulated in subsections 25.A.2. through 25.A.3. The County and DSA shall utilize the maximum annual base pay provided in each of the listed agencies for the journey level classifications of deputy sheriff and police officer as noted below:

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

Santa Clara	Deputy Sheriff
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## **SECTION 26. GRIEVANCES**

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

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

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

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

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

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

**26.E. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have twenty (20) working days in which to review and seek adjustment of the grievance.

**26.F. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or 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.

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

**26.H. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear 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.

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

**26.J. LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide

a condition of employment or an Association organizational right. This 60-day filing requirement is tolled only on the following applications:

1. To up to 60 days after the County's alleged failure was reasonably discoverable.
2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.
3. An arbitrator shall have no power or jurisdiction to award any monetary damages or other relief for any claim that is stale, or beyond a 60-day period, as set forth herein.

**26.K. CLAIM FOR MONETARY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection 26.J. (Limitation on Stale Grievances) above, in no event shall any grievance include a claim for monetary relief or damages for more than any 60-day period. The application of this period shall be as follows. The earlier of:

1. The 60-day period is limited to that which immediately precedes the filing of the grievance, or,
2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in Section 26.J. (Limitation on Stale Grievances), 1 and 2 above.
3. This provision does not establish any limit for liability accruing after a grievance is filed.
4. An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the 60-day period as set forth herein.

**26.L. DESIGNATION OF APPEAL LEVELS.** The Sheriff shall designate in writing the positions or levels in the department to which the various appeals provided in subsection 26.C.(Departmental Review and Adjustment of Grievances) hereof shall be made.

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

**26.N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsections 26.I. (Effect of Failure of Timely Action) and 26.J.

(Limitation on Sale Grievances) hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Section; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

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

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

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

## **SECTION 28. MILEAGE**

**28.A. MILEAGE RATES PAYABLE.** The mileage reimbursement rate to be paid to employees covered by this MOU shall be the rate paid to members of all other employee organizations.

**28.B. MINIMUM ALLOWANCE.** An employee who is required by the Sheriff to use 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.

**28.C. REIMBURSEMENT FOR PROPERTY DAMAGE OR LOSS.** Employees are encouraged to use County vehicles, when available, to conduct County business. An employee's use of a privately owned vehicle to conduct County business must be required or authorized in writing by the Sheriff prior to such use. The privately owned vehicle must be insured per State of California law. The insurance of the privately owned vehicle is primary. Any coverage or benefit provided by the County would be secondary to the privately owned vehicle's insurance. If the privately owned vehicle incurs property damage (either parts of the vehicle or the entire vehicle) or is stolen while the employee is using it on County business, and that damage or theft was not caused due to the negligence of the employee, and the employee and/or owner of the vehicle is unable to recover the cost of the damages from a third party, insurance, or from any other source, the County shall reimburse the cost of damages or loss to the employee and/or owner. The amount the County will pay the employee and/or owner is offset by any amount of money the employee and/or owner receives from a third party, insurance, or any other source, and mileage reimbursement.

The employee and/or owner shall submit proof of damage, loss, or theft (i.e., appropriate police report and/or documentation providing the cost of the damage and written statement describing the loss) to the Sheriff within thirty (30) days of such damage, loss, or theft. The employee and/or owner must fully cooperate with any investigation the County wishes to conduct regarding the incident. Property damage and loss incurred to the privately owned vehicle resulting from missiles or falling objects; fire; explosion or earthquake; windstorm; hail, water or flood; riot or civil commotion; or contact with bird or animal; shall not be compensated under this subsection. There is also no coverage for personal items that are stolen from the vehicle or damaged while in the vehicle if those items were not permanently installed or attached to the vehicle.

Damage to the privately owned vehicle that is incurred during the employee's commute to and from their regular, usual and/or assigned work location(s) shall not be covered. Property damage or loss incurred by the privately owned vehicle while parked on the street or at a parking facility serving the employee's regular, usual and/or assigned work location(s) shall also not be compensated under this subsection.

## **SECTION 29. CATASTROPHIC SICK LEAVE PROGRAM**

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

Eligibility:

1. The recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Department of Human Resource Services.
2. The recipient employee is not eligible so long as she/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 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.
6. The donor employee may donate vacation, CTO or in-lieu holiday time which shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations are permitted.

7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

### **SECTION 30. NO STRIKE - NO LOCKOUT**

There shall be no lockout or strike, slowdown, work stoppage, or willful absence from assigned work station, during the life of this MOU. The Association agrees to assist the County in enforcing the provision of this Section.

### **SECTION 31. SAVINGS CLAUSE**

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

### **SECTION 32. ENACTMENT**

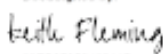
It is agreed that the foregoing shall be jointly submitted to the Alameda County Board of Supervisors by the Director of Human Resource Services and the Deputy Sheriffs' Association of Alameda County, for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance or resolution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


### **SECTION 33. SCOPE OF AGREEMENT**

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including July 1, 2028.

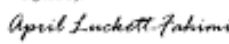
### **SIGNATURE PAGE**

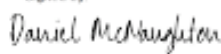
**FOR THE COUNTY OF ALAMEDA:**

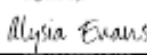
DocuSigned by:  
  
 Keith Fleming, Chief Negotiator, IEDA 8/21/2025  
 Date

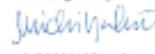
DocuSigned by:  
  
 Gil Dong, Labor Relations Analyst 8/21/2025  
 Date

DocuSigned by:  
  
 Angela Zhang, Labor Relations Analyst 8/21/2025  
 Date

Signed by:  
  
 April Luckett-Fahimi, Undersheriff 8/21/2025  
 Date

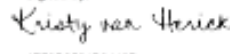
Signed by:  
  
 Daniel McNaughton, Assistant Sheriff 8/21/2025  
 Date

Signed by:  
  
 Alysa Evans, Chief Departmental Human Resources Administrator, ACSO 8/28/2025  
 Date

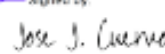
DocuSigned by:  
  
 Michi Yoshii, Labor Relations Manager 8/21/2025  
 Date

DocuSigned by:  
  
 Margarita Zamora, Director Human Resource Services 8/21/2025  
 Date

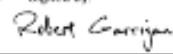
Approved as to form  
 Donna R. Ziegler, County Counsel

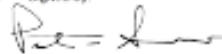
By:  
  
 Kristy van Herick 8/28/2025  
 Date

**FOR DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY ("DSA")**

Signed by:  
  
 José Cuervo, Chief Negotiator 8/21/2025  
 Date

Signed by:  
  
 John White, Negotiations Committee Chair 8/21/2025  
 Date

Signed by:  
  
 Robert Garrigan, DSA Secretary 8/21/2025  
 Date

Signed by:  
  
 Peter Serrano, DSA President 8/21/2025  
 Date

**APPENDIX A**  
**DSA REPRESENTED CLASSIFICATIONS**

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

ITEM	MC	TITLE	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
8617		<b>Sergeant</b>						
			10/13/2024			6155.20	6466.40	6782.40
			07/06/2025			6465.60	6792.00	7124.00
			01/04/2026			6659.20	6996.00	7337.60
8601		<b>Deputy Sheriff's Recruit</b>						
			10/13/2024					3708.80
			07/06/2025					3895.20
			01/04/2026					4012.00
8602		<b>Deputy Sheriff I</b>						
			10/13/2024			4017.60	4213.60	4421.60
			07/06/2025			4220.00	4426.40	4644.00
			01/04/2026			4346.40	4559.20	4783.20
8604		<b>Deputy Sheriff II</b>						
			10/13/2024	4679.20	4938.40	5158.40	5427.20	5681.60
			07/06/2025	4915.20	5187.20	5418.40	5700.80	5968.00
			01/04/2026	5062.40	5343.20	5580.80	5872.00	6147.20

**APPENDIX B****TRAINING INCENTIVE AWARD PROGRAM  
ALAMEDA COUNTY SHERIFF'S OFFICE****I. DEFINITION AND PURPOSE**

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

**II. GENERAL ELIGIBILITY AND PROGRAM REQUIREMENTS**

- A. All employees covered by this Memorandum of Understanding ("MOU") are eligible to participate in the Program. For Peace Officer Standards and Training ("POST") Certificate incentives, employees must meet additional eligibility requirements as set forth by the Commission on POST.
- B. For the on-going Education Incentive, all candidates must complete the full requirements within one (1) fiscal year ("FY") to be eligible in the succeeding FY. No partial requirements will be carried forward except for in-service injuries that would prevent the employee's participation in the Program for the period of the injuries.
- C. All employees hired at the level of Deputy Sheriff Recruit or Deputy Sheriff I shall be eligible for this Program upon successful completion of their probation at the level of Deputy Sheriff II. All employees hired at the level of Deputy Sheriff II who currently possess the appropriate certificate shall be eligible for this Program upon date of hire.
- D. Employees must complete all routine mandated refresher courses and in-service training classes, such as, but not limited to, all ACSO Firearms Programs, First Aid, CPR, Advanced Officers Course, and Drivers Training to continue to be eligible for the Program, but completion of such trainings will not be credited as approved courses. their
- E. Expenses incurred (e.g. travel, parking, registrations, fees, and meals, etc.) and time spent in preparation and attendance for any coursework or training related to this Program shall be off duty time and at no cost to the County of Alameda.



- F. Any termination of employment would render the candidate ineligible for further candidacy or benefits of the Program until requalification in the event of rehiring.

### III. **INCENTIVE REQUIREMENTS**

#### A. **POST Certificate Incentive:**

1. Employees who possess an Intermediate or Advanced POST Certificate issued by the Commission of POST and provide proof of such certification shall receive the applicable incentive pay outlined in subsections IV. (Incentive Pay) A. (POST Certificates) below. Such compensation shall commence beginning the pay period immediately following receipt of said proof of the aforementioned certifications or following formal notification from the Commission on POST to the ACSO's Training manager that the candidate has been recommended for said certifications.
2. Candidates who possess an Intermediate POST certificate and later receive an Advanced POST Certificate shall be allowed to receive only the Incentive Award based on the higher of the two (2) certificates.

- B. **Other Program Incentives:** Employees shall be eligible for **one** (1) of the following three (3) Other Program Incentives. It is not necessary to possess a POST Intermediate or Advanced Certificate to receive compensation under this subsection.

1. On-going Education Incentive: Employees who successfully complete three (3) quarter units or the equivalent (e.g. two (2) semester units or 30 hours of college coursework), in the preceding FY shall be eligible for an incentive in the subsequent FY.
  1. Period of Eligibility: Notwithstanding any expiration of this MOU, the period of eligibility to complete the educational requirement shall be for one (1) year, beginning the first full pay period of the FY and ending with the last full pay period of the FY.
  2. Period of Qualification: The period of incentive pay qualification shall begin with the first full pay period of the succeeding FY and end with the last full pay period of the FY.
  3. Recurring Qualification: To continue to receive the additional compensation for each biweekly pay period on paid status as outlined in Section IV (Incentive) B. (Other Program Incentive Pay) below, employees must successfully complete 3 quarter units or the equivalent during the previous FY. It is the employee's responsibility to submit satisfactory evidence of qualification as set forth and required by the Training Manager by May 27 of each year. Final determination of qualifications shall be at the discretion of the Sheriff and shall not be grievable.
  4. Failure to Complete Requirements: Candidates who fail to complete training requirements during the one (1) FY period of eligibility will not be eligible for the Program until the following FY period.
  5. Approved Courses: Eligible candidates must take courses in accredited public or private schools, colleges, or universities for the purpose of improving their efficiency, knowledge or competency in the performance of their duties as law

enforcement personnel. ACSO shall annually publish a list of approved courses. Approved classes shall include classes that are 1) general education courses required to receive a college degree; 2) part of a college justice program; or 3) classified as behavioral sciences.

- i. Employees wishing to receive credit for courses not on the list may request approval in advance of enrollment. The decision to approve training classes not on the list shall be at the discretion of the ACSO's designated Training Manager. If the request is denied, the employee may request such denial be reviewed by the Undersheriff.
  - ii. Candidates who are attending courses for this Program will be required to complete the course with a passing grade of at least a "C" or the numerical equivalent.
  - iii. All training must be commensurate with the candidate's classification and prior education and training experience as determined by the Training Manager.
  - iv. With the sole exception of ACSO approved special events, no employee shall receive the incentive payment for completing any course more than two (2) times in a five (5) year period.
2. **Master's Degree Incentive:** Employees who possess a Master of Arts or Master of Science degree for an accredited college or university and provide proof of such degree shall receive the applicable incentive pay outlined in subsection IV. (Incentive Pay) B. (Other Incentives).
3. **Voluntary Physical Fitness Incentive**

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

The eligibility and requirement standards for the Fitness Program are set forth in the ASCO's General Order #4 and Appendix B, Sections II (Sections A, B, C and E) and III (Sections A, C, F, G, H, K and M).

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

#### IV. **INCENTIVE PAY**

- A. **POST Certificate Pay:** Candidates who possess the applicable POST certificates are eligible to receive one of the following corresponding incentive pays:
  1. **Intermediate POST Certificate:** Two and one-half percent (2.5%) of base salary. Effective October 12, 2025, this incentive amount shall increase to four and one-half percent (4.5%) of the base salary.

2. Advanced POST Certificate: Six percent (6%) of base salary. Effective October 12, 2025 this incentive amount shall increase to eight percent (8.0%) of the base salary.
- B. **Other Program Incentive Pay:** Candidates who meet the requirements of any one of the three program incentives outlined in subsection III. (Incentive Requirements) B. (Other Program Incentives) 1-3. above, will be eligible for an additional two and one-half percent (2.5%) of base salary. The additional two and one-half percent (2.5%) as provided herein shall be renewable on an annual basis if the requirements for the applicable incentive are met.
- C. **Maximum Program Incentive Pay:** The maximum total compensation pursuant to this Program shall not exceed eight and one-half percent (8.5%).
1. Effective October 12, 2025, the maximum compensation pursuant to this Program shall not exceed ten and one-half percent (10.5%).

**APPENDIX C****DOMESTIC PARTNERS**

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

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

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

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

**APPENDIX D****EMPLOYEE DISCRIMINATION COMPLAINT PROCEDURES****Chapter 3.48****Sections:**

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

**3.48. 010 Purpose.**

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

**3.48.020 Scope.**

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

Where applicable, this procedure supersedes the grievance procedure set forth in Chapter 3.44 of this code. This procedure does not confer upon 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 their 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 Director of Human Resource Services.
2. **Appeal from Decision of Department Head.** The decision of the department head shall be final unless appealed by the complainant to the Director of Human Resource Services within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. **Review County Affirmative Action Officer.** The Director of Human Resource Services shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct their 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 their investigation, counseling or settlement efforts.
4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if their efforts to settle the problem are unsuccessful, the Director of Human Resource Services shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. **Exclusion of Frivolous or Vague Appeals and Appeal Therefrom.** In the event that the Director of Human Resource Services shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the Director of Human Resource Services, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the Director of Human Resource Services shall forward to the impartial attorney a copy of the complaint, the written decision of

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

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

**3.48.080 Costs of hearing.**

The cost of the hearing officer or the arbitrator, as well as of any reporter required by the hearing officer or arbitrator, shall be paid by the county. In the event, however, that the aggrieved person is represented in their 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 their 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, their 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 DEPUTY SHERIFFS' ASSOCIATION**  
**And**  
**THE COUNTY ALAMEDA**

**RETIREMENT PLAN MODIFICATION AGREEMENT**

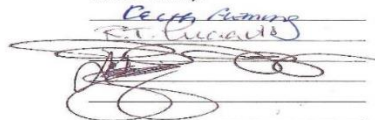
The County of Alameda and the Deputy Sheriffs' Association hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired after April 17, 2010 by the Sheriff's Office shall be modified as follows:

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 Employees' 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 Association or until the employee's retirement or Alameda County service is otherwise terminated.

The Association agrees to jointly support any State legislative and/or Alameda County Employee's Retirement Association changes necessary to accomplish the above modifications. Subsequent to such good faith efforts, should the County determine that required legislation is not forthcoming the Association agrees to meet and confer in good faith within 30 days from the date the County notifies the Association of such determination regarding an alternative retirement plan option.

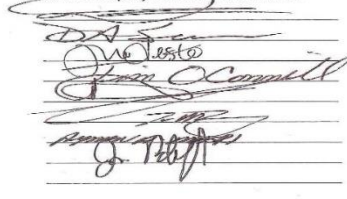
11/17/09BAM

For the County:



DATE: 12/22/2009

For the Deputy Sheriffs' Association:



**MINUTE ORDER**

**COUNTY OF ALAMEDA**  
**2025 PAYPERIOD CALENDAR**

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
		<i>CHRISTMAS 12/25/24</i>	
		<i>NEW YEAR'S 01/01/25</i>	
01/05/25	01/18/25	01/31/25	25-03
01/19/25	02/01/25	02/14/25	25-04
		<i>MARTIN LUTHER KING'S BIRTHDAY OBSERVED 01/20/25</i>	
02/02/25	02/15/25	02/28/25	25-05
		<i>LINCOLN'S BIRTHDAY 02/12/25</i>	
02/16/25	03/01/25	03/14/25	25-06
		<i>WASHINGTON'S BIRTHDAY OBSERVED 02/17/25</i>	
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
		<i>MEMORIAL DAY OBSERVED 05/26/25</i>	
=====			
06/08/25	06/21/25	07/03/25	25-14
		<i>JUNETEENTH 06/19/25</i>	
06/22/25	07/05/25	07/18/25	25-15
		<i>INDEPENDENCE DAY 07/04/25</i>	
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
		<i>LABOR DAY OBSERVED 09/01/25</i>	
=====			
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
10/26/25	11/08/25	11/21/25	25-24
11/09/25	11/22/25	12/05/25	25-25
		<i>VETERANS DAY 11/11/25</i>	
11/23/25	12/06/25	12/19/25	25-26
		<i>THANKSGIVING OBSERVED 11/27/25 AND 11/28/25</i>	

**COUNTY OF ALAMEDA**  
**2026 PAYPERIOD CALENDAR**

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	06/18/26	26-13
		<i>MEMORIAL DAY OBSERVED 05/25/26</i>	
=====			
06/07/26	06/20/26	07/02/26	26-14
		<i>JUNETEENTH 06/19/26</i>	
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>	
=====			
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
10/25/26	11/07/26	11/20/26	26-24
11/08/26	11/21/26	12/04/26	26-25
		<i>VETERANS 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

**COUNTY OF ALAMEDA**  
**2027 PAYPERIOD CALENDAR**

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

**COUNTY OF ALAMEDA**  
**2028 PAYPERIOD CALENDAR**

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

**DEPUTY SHERIFFS' ASSOCIATION**  
**SUMMARY OF SIGNIFICANT NEGOTIATED TERMS**  
June 22, 2025 through July 1, 2028

Summary of Negotiated Changes	
<b>Term</b>	June 22, 2025 through July 1, 2028 (3 years)
<b>Special Adjustments ("SAs")</b>	Grant SAs as follows: <ul style="list-style-type: none"> <li>• Effective July 6, 2025 – one percent (1%)</li> <li>• Effective January 4, 2026 – three percent (3%)</li> </ul>
<b>General Wage Increases</b>	<ul style="list-style-type: none"> <li>• Effective July 6, 2025 – four percent (4%)</li> <li>• Effective October 11, 2026 – salary survey formula of 4% above the median with a minimum general wage increase of 4% and a maximum of 5%</li> <li>• Effective October 10, 2027 – salary survey formula of 4% above the median with a minimum general wage increase of 4% and a maximum of 5%</li> </ul>
<b>Longevity Pay</b>	<ul style="list-style-type: none"> <li>• Effective October 12, 2025, 1% at 10 years of service ("YOS") and total of 2% at 20 YOS</li> </ul>
<b>Peace Officer Standards Training ("POST") Education Pay</b>	Effective October 12, 2025 increase the POST Education Pay as follows: <ul style="list-style-type: none"> <li>• Intermediate POST Certificate pay from 2.5% to 4.5%</li> <li>• Advanced POST Certificate pay from 6% to 8%</li> <li>• Increase maximum cumulative education pay from 8.5% to 10.5%</li> </ul>
<b>Premium Conditions</b>	Effective October 12, 2025, increase or establish the following premium pays: <ul style="list-style-type: none"> <li>• <b><u>Bilingual Pay</u></b> – increase from \$40 to \$60 per pay period</li> <li>• <b><u>Canine Assignment</u></b> – Establish five percent (5%) additional pay and five and one-quarter (5.25) hours of straight pay for off-duty care and maintenance of canine</li> <li>• <b><u>Recruit Training Officer</u></b> – Establish five percent (5%) additional pay for employees designated as Recruit Training Officers</li> <li>• <b><u>Coroner's Unit</u></b> - Establish five percent (5%) additional pay for Coroner's Unit assignment</li> </ul>
<b>Health and Welfare</b>	Effective Plan Year 2026: <ul style="list-style-type: none"> <li>• <b><u>Share the Savings</u></b> – increase the STS tiers to \$300, \$250, \$200, and \$200</li> <li>• <b><u>Dental Maximum</u></b> – increase from \$1,450 to \$1,900</li> <li>• <b><u>County Allowance</u></b> – increase from \$600 to \$1,200</li> <li>• <b><u>DSA Orthodontia Insurance</u></b> –eliminate DSA Orthodontia Plan</li> </ul>
<b>Leave of Absence</b>	<ul style="list-style-type: none"> <li>• <b><u>Bereavement Leave ("BL")</u></b> – Employees must complete the BL Statement Form within 30 days of start of BL and must complete the BL within three (3) months of the date of death.</li> <li>• <b><u>Reproductive Loss Leave</u></b> – Effective January 1, 2024, after 30 days from the date of employment, grant unpaid leave of up to five (5) days per event, up to a maximum of 20 days within a 12-month period.</li> </ul>
<b>Overtime</b>	<ul style="list-style-type: none"> <li>• <b><u>Compensatory Time Off ("CTO")</u></b> – require cash out of CTO balances prior to promotion into a classification that is designated as exempt from the FLSA overtime provisions.</li> </ul>
Non-substantive clean-ups throughout the MOUs, including removing obsolete language and SLAs, adding clarifying language, incorporating existing provisions from the Salary Ordinance	