

SECOND READING - CONTINUED FROM 10/7/25

AGENDA NO. _____ October 7, 2025



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October 7, 2025

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

SUBJECT: ADOPT: 1) AN ORDINANCE APPROVING THE AUGUST 6, 2024 THROUGH AUGUST 26, 2028 ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION ("ACMEA") UNITS R51 AND R52 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 August 6, 2024 through August 26, 2028 Memorandum of Understanding ("MOU") between the County of Alameda ("County") and the Alameda County Management Employees' Association ("ACMEA") Units R51 (District Attorney ("DA") Inspectors) and R52 (Supervisory DA Inspectors); and
- 2) Salary Ordinance amendments to update salaries for classifications represented by ACMEA Units R51 and R52 and remove classifications represented by ACMEA Units R51 and R52, as said footnote is now incorporated in the Premium Conditions section of the 2024-2028 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 ACMEA Units R51 and R52 on the effective dates listed, and
 - ii. Article 3 (Notes Applicable to Positions and Classifications Listed in Article 2 Preceding), Section 3-9 (District Attorney's Office), subsection 3-9.3 and remove classifications represented by ACMEA Units R51 and R52 effective October 26, 2025, including non-substantive language cleanup.

DISCUSSION/SUMMARY:

On August 6, 2024, your Board approved the certification of ACMEA as the recognized employee organization for Units R51 and R52, to represent the DA Inspectors and the Supervisory DA Inspectors, respectively. The DA Inspectors and Supervisory DA Inspectors were previously unrepresented and therefore the County and ACMEA Units R51 and R52 (collectively herein, "the Parties") entered into negotiations for a new MOU. In an effort to reach agreement on a new MOU, representatives of the Parties held 13 negotiating sessions beginning January 30, 2025. On August 21, 2025, the Parties reached comprehensive tentative agreement ("CTA") on a new MOU and on September 15, 2025, the ACMEA Units R51 and R52 membership ratified the CTA.

As such, staff recommend your Board adopt an Ordinance approving the August 6, 2024 through August 26, 2028 MOU between the Parties. The new MOU includes the provisions as outlined in the attached Summary of Significant Negotiated Terms.

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

- Update Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to reflect the negotiated wage increase of four percent (4%) effective November 23, 2025.
- Amend Article 3, Section 3-9 (District Attorney's Office), subsection 3-9.3, to remove the ACMEA Units R51 and R52 classifications effective October 26, 2025, including non-substantive language cleanup.

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 2036 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
 District Attorney

**MEMORANDUM
OF
UNDERSTANDING**

**BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
UNITS R51 AND R52
AND
THE COUNTY OF ALAMEDA**



August 6, 2024 – August 26, 2028

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**2024-2028
MEMORANDUM OF UNDERSTANDING
BETWEEN THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
UNITS R51 (DISTRICT ATTORNEY (“DA”) INSPECTORS)
AND R52 (SUPERVISORY DA INSPECTORS)
AND
THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter “MOU” is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County," and the Alameda County Management Employees Association, hereinafter named as "ACMEA," 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 August 6, 2024 to August 26, 2028, for those employees working in the representation unit referred to in Section 1 (Recognition) hereof.

SECTION 1. RECOGNITION

The County recognizes ACMEA as the exclusive bargaining representative for all full-time and part-time employees in Representation Units R51 and R52 in the classification(s) as specifically enumerated in Appendix A of this MOU. On an as-needed basis, representatives of the County and ACMEA shall meet for the purpose of assigning newly created classifications to appropriate representation units. Such placement shall be by mutual consent. In case of disagreement, the District Attorney panel, as set forth in Section 3.44.050 of the County Administrative Code, shall decide the matter. If the disagreement involves another employee organization, an arbitrator shall decide the matter and shall be agreed upon by all parties to the disagreement. 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 equally between the parties to the disagreement.

ACMEA recognizes its obligation to cooperate with the County to assure maximum service of the highest quality and efficiency to the residents of Alameda County together with its obligations to the employees which ACMEA represents.

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, age, race, color, sex, gender identity, gender expression, sexual orientation, religion, national origin, ancestry, physical/mental disability, medical condition, genetic information, military and veteran status, or any other protected class as defined by federal and state law.

Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU, and shall be excluded from Section 16. (Grievance Procedure).

- 2.B. RIGHT TO CHANGE UNIFORM COMPLAINT PROCEDURE.** The County reserves the right to change the Uniform Complaint Procedure referenced in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures) during the term of this agreement, subject to the duty to meet and confer.
- 2.C. NO DISCRIMINATION BECAUSE OF ASSOCIATION ACTIVITY.** Neither County nor ACMEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees covered by this agreement because of the exercise of rights to engage or to not engage in Association activity.
- 2.D. DISCRIMINATION, HARASSMENT, AND RETALIATION PREVENTION POLICY.** Both the County and ACMEA hereby recognize and confirm their mutual commitment to the County's Discrimination, Harassment, and Retaliation Prevention Policy.

SECTION 3. ASSOCIATION SECURITY

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION.** When a person is hired into a classification represented by ACMEA, the County shall notify such person(s) that ACMEA is the exclusive recognized bargaining agent for the employees in said representation unit. The County shall post a notice in the employee work or rest area that sets forth the classifications within each representation unit referred to in Section 1. (Recognition) hereof and the name and address of ACMEA.
- 3.B. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by ACMEA that an employee has signed an authorization for the deduction of ACMEA membership dues and/or designated fees, the County will deduct the appropriate dues or fees, as established and as may be changed from time to time by ACMEA, from the employee's pay, and remit such dues or fees to ACMEA. Employee requests to cancel or change such deductions must be directed to ACMEA, rather than to the County. Deductions will continue unless the employee submits a written revocation to ACMEA in accordance with the ACMEA bylaws.
- 3.C. HOLD HARMLESS.** ACMEA shall defend, indemnify and hold the County and its officers and employees harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved ACMEA insurance programs, and/or from complying with any ACMEA requests for deductions or revocations made pursuant to this Section 3. (Association Security), provided that the County provides notice to ACMEA within 30 days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes ACMEA'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, ACMEA 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 ACMEA dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. AUTHORIZED REPRESENTATIVES (SHOP STEWARDS) OF ACMEA

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

4.B. ROLE OF THE AUTHORIZED REPRESENTATIVE OF THE ASSOCIATION. The County recognizes the right of ACMEA to represent employees in connection with grievances that arise under Section 16. (Grievance Procedure).

The authorized representative of ACMEA recognizes the fact that the supervisor is the key person in the Agency/Department and, understands that their ACMEA representation function does not relieve them from conforming to all rules of conduct and standards of performance established by law, regulation, County or Agency/Department policy, or MOU.

4.C. SELECTION OF ACMEA REPRESENTATIVE. ACMEA shall reserve the right to designate the method of selection of authorized representatives.

- 1. Notification of ACMEA Representatives.** ACMEA shall notify the District Attorney and HRS Employee and Labor Relations Division, in writing, of the names of ACMEA representatives, the units they represent, and if there are any changes in designated ACMEA representatives
- 2. Change in ACMEA Representatives.** If an ACMEA representative is reassigned which will leave their shift or work location without an ACMEA representative, then ACMEA shall have the right to appoint a replacement. Should ACMEA wish to change the ACMEA representative during the grievance procedure, it may do so, provided that only one (1) ACMEA representative will be allowed time off from work upon one (1) occasion to investigate the grievance.
- 3. Number of ACMEA Representatives.** The number of ACMEA representatives shall be mutually agreed upon and a list of ACMEA representatives shall be submitted to the District Attorney.

4.D. DUTIES AND RESPONSIBILITIES OF ACMEA REPRESENTATIVE. The following functions are understood to constitute the complete duties and responsibilities of ACMEA representative.

- 1. Duties and Time Limits.** After obtaining supervisory permission, ACMEA representatives will be permitted to leave their normal work area during on-duty time not to exceed eight (8) hours per pay period in order to assist in investigation of facts, assist in presentation of a grievance or a disciplinary action, or to present at the Employee Benefits Center New Employee Orientation when a new employee is in attendance.
- 2. Obtain Permission.** To obtain permission to investigate a grievance during on-duty time, the ACMEA Representative shall advise the supervisor of the grievant of their investigation of the facts and the general nature of the grievance or a disciplinary action. The shop steward shall report such time to their supervisor as payroll code

UNI for timekeeping purposes. The ACMEA representative is permitted to discuss the problem with all employees immediately concerned, and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees, and outside interested parties will not be contacted by ACMEA representatives as a part of the grievance process. The employee may be represented by an ACMEA representative at such times as a grievance is reduced to writing. If, in the judgment of the supervisor, because of the necessity of maintaining adequate levels of service, permission cannot be granted immediately to the ACMEA representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the ACMEA representative was denied permission.

- 3. ACMEA Representative Training.** Designated ACMEA Representatives will be allowed a maximum of eight (8) hours of release time annually to attend ACMEA Representative training.

- 4.E. RELEASE TIME FOR ASSOCIATION ACTIVITY.** Officers and employee representatives of ACMEA 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, meet and confers, and labor management committee meetings. The employee representatives shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of the MOU for review of grievances and contract compliance questions. Release time shall be in accordance with the County's Administrative Code Section 3.04.100. (Meetings).

ACMEA representatives who participate in the meet and confer process and/or participate on a labor-management committee, must report such time to their supervisor as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.

SECTION 5. BULLETIN BOARDS; MEETINGS; ACCESS TO EMPLOYEES AND RECORDS

- 5.A. USE OF BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the District Attorney for use by employees and ACMEA to communicate with departmental employees. Material shall be posted upon the bulletin board space designated and not upon 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 by the sponsor when no longer timely.
- 5.B. USE OF COUNTY FACILITIES.** County facilities may be made available for use by employees and ACMEA. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Employees attending meetings under this subsection 5.B. (Use of County Facilities) during duty hours may do so only on duly requested and authorized leave time.

- 5.C. MEETINGS.** Meetings of a representative of ACMEA and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in subsection 5.B. (Use of County Facilities), subsection 5.E. (ACMEA Access to New Employee Orientation) or in Section 16. (Grievance Procedure).
- 5.D. ACCESS TO RECORDS.** An employee shall be permitted to review their own personnel record. ACMEA representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. The employee or the ACMEA representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record. The County shall provide one (1) copy of the record without charge. The County may verify any written authorization. ACMEA's access to employee records shall be for good cause only. Third party reference material shall not be made available.
- 5.E. ACMEA ACCESS TO NEW EMPLOYEE ORIENTATION.** The County's Human Resource Services ("HRS") Employee Benefits Center ("EBC") coordinates a county-wide New Employee Orientation ("NEO") for all new employees hired into the County. The NEO is regularly scheduled on the Friday of the first week of a pay period, from 8:30 a.m. to 1:00 p.m.

In accordance with Government Code Sections 3555-3559, the parties agree to the following:

- 1. Designated Representative.** The County shall recognize the designated ACMEA business representative as the point of contact for NEO related matters. ACMEA shall be responsible for updating the County, in writing, of any changes to the designated point of contact.
- 2. EBC NEO Schedule.** The County shall provide the ACMEA-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. If there are any changes to the scheduled dates, the EBC will notify the ACMEA-designated representative as soon as possible.
- 3. NEO Notification and Employee Information.** The EBC will provide ACMEA with a list of new employees, who are represented by their respective bargaining unit and are scheduled to attend the upcoming NEO session. The EBC will also provide ACMEA with a list of employees who have been promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case the EBC will provide the information as soon as possible prior to the NEO date.
- 4. Presentation Time.** ACMEA shall be permitted to meet separately with newly hired employees represented by their bargaining unit, and make a presentation of up to thirty (30) minutes from 8:15 a.m.–8:45 a.m. The EBC will provide a space for the ACMEA representative to meet with the employees during this timeframe. Under no circumstances shall the ACMEA presentation exceed thirty (30) minutes from the EBC

designated start time. If for any reason ACMEA will not be present for a scheduled NEO presentation, ACMEA shall notify the County at least ten (10) working days prior to the session.

5. **Enrollment Forms.** As the custodian of records for its membership, ACMEA will be responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. Any forms that are submitted directly to the County from an employee shall be forwarded to ACMEA. ACMEA shall provide to the County a certified list of employees who have authorized a payroll deduction for dues to ACMEA.
6. **Quarterly Bargaining Unit Member List.** On a quarterly basis, the County shall provide ACMEA with 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; and 7) Work phone number.

In accordance with the California Public Records Act, Government Code Section 7928.300(a)(3), the County will not disclose the home addresses and phone numbers of employees performing law enforcement functions.

7. **Presentation Release Time.** ACMEA representatives, which are limited to the Business Representative, ACMEA Board Members, and Site Representatives shall conduct the presentations covered under this agreement. Only one (1) ACMEA member will be granted release time to present at each NEO. Release time requests must be received by the HRS Employee and Labor Relations Division no later than at least three (3) working days before the scheduled NEO.

Upon request of release time by ACMEA through the HRS Employee and Labor Relations Division, the Department shall coordinate with the appropriate supervisors of the ACMEA Representative to allow release time.

8. **Request to Cease or Reinstate Participation.** If ACMEA decides to cease participation in the County's NEO, the designated business representative must notify the EBC at least thirty (30) calendar days prior to the date that ACMEA is requesting to cease participation. If ACMEA ceases participation, any section in this Agreement referencing ACMEA participation in the NEO shall no longer apply.

If ACMEA decides to reinstate their participation in the County's NEO under the provisions of this Agreement, the designated business representative must notify the EBC at least thirty (30) calendar days prior to requesting reinstatement.

SECTION 6. HOURS OF WORK

- 6.A. **WORKDAY AND WORKWEEK.** The normal workday and workweek are defined as follows:

1. For employees in Job Codes (“JC”) 8540 and 8543 the workday shall be eight (8) hours per day and the normal workweek shall be forty (40) hours.
2. Employees in JCs 8533, 8535, and 8536 have a defined work period of 14 calendar days coinciding with the regular County pay period, on a reoccurring basis, and work 80 hours in a work period. Employees in the aforementioned job codes meet the definition of employees engaged in law enforcement activities pursuant to Fair Labor Standards Act, 29 United States Code Section 207(k) and 29 Code of Federal Regulations Section 553.211.
 - a. The standard workday shall be eight (8) hours of work with a 30-minute unpaid lunch.

6.B. REST PERIOD. Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, the rest periods are not scheduled during the first or last hour of such period of work. No wage deduction shall be made nor time off charged against employees taking authorized rest periods nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the county to provide facilities for refreshments during the rest periods, or for procurement thereof.

6.C. ALTERNATE WORK SCHEDULE.

1. The District Attorney may implement and/or grant alternative work schedules (“AWS”). The decision to grant an AWS shall be based on operational necessity and may be cancelled by the District Attorney at any time.
2. In the event the Office decides to establish, change, or abolish alternate work schedules, the Office shall inform the impacted employees at least two (2) weeks prior to implementing such action, unless the reason for the change to an employee’s schedule is a result of performance or attendance issues, disciplinary action, violation of the AWS or Telework policies, or exigent operational circumstances.

SECTION 7. OVERTIME.

The following provisions apply only to employees in JCs 8533, 8535 and 8536:

- 7.A. OVERTIME POLICY.** Overtime work shall be kept to a minimum and shall be used only for emergencies or for the performance of those services where there are no other alternatives to the use of overtime. Whenever feasible and appropriate, the District Attorney or their designee and the employee may by mutual agreement adjust work schedules or use intermittent and part- time staff in order to eliminate the need for overtime work. The District Attorney or their designee is responsible for the control, verification of necessity, and the budgetary means for payment of all overtime.
- 7.B. HOW OVERTIME IS AUTHORIZED.** No employee shall perform overtime work unless such overtime work has been approved by the District Attorney or designee, or in cases of unanticipated emergency, approved by the District Attorney or designee after the emergency work is performed.

7.C. OVERTIME WORK DEFINED.

1. **Overtime Eligibility and Rate of Pay.** An employee shall receive premium overtime for all work performed pursuant to subsection 7.B (How Overtime is Authorized) of this MOU and as provided under the Fair Labor Standards Act ("FLSA") 29 United States Code Section 207 (k) and 29 Code of Federal Regulations Section 553.211. Overtime shall be defined as hours worked in excess of 80 hours in a 14-day work period, coinciding with the regular County pay period and shall be compensated at the rate of one and one-half (1.5) times the employee's regular of pay. Overtime compensation may be provided in the form of cash, compensatory time off or a combination thereof, at the discretion of the District Attorney or their designee.
2. **Exclusion of Paid Leave.** Vacation, vacation buy, personal leave, sick leave (all types), compensatory time off, holidays, floating holiday leave and paid management leave shall not count towards the accumulation of the work period for the purpose of calculating overtime compensation.

7.D. RATES DEFINED. For purposes of this section, the following definitions shall apply .

1. **Hourly Rate.** The hourly rate shall be calculated by the biweekly rate shown in Appendix A (Salary by Job Classification) divided by 80.
2. **Regular Rate of Pay.** The FLSA regular rate of pay shall include the employee's hourly rate as defined above, plus any applicable salary ordinance footnotes, and any applicable premium payments.
3. **Premium Overtime.** Premium overtime is defined as compensation, whether in the form of cash or compensatory time off, at the rate of one and one-half (1.5) times the employee's regular rate of pay.

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

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

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.G. WHEN COMPENSATORY TIME OFF MAY BE TAKEN OR PAID.

1. Compensatory time off (CTO) shall be accrued and paid in accordance with 29 U.S.C. § 207(o) of the FLSA, except that the maximum accrual of untaken CTO shall not at any time exceed 80 hours, unless specifically approved in writing by the County Administrator and the Director of Human Resource Services, but in no event to exceed two hundred forty (240) hours. If an employee's compensatory time off balance is not approved to exceed 80 hours, an employee who has accumulated 80 hours of CTO shall be paid in cash for all subsequent overtime worked until such time as the employee's compensatory time off balance is reduced below 80 hours.
2. The District Attorney or their designee shall have the authority to require that employees use their accumulated CTO. The District Attorney or their designee must provide the opportunity for the employees to take the time off within twelve (12) calendar months following the month in which it is earned, and to prevent the accumulation of unused CTO in excess of eighty (80) hours.
3. Employees may request specific times to take CTO, but the District Attorney shall determine whether the scheduling thereof is consistent with the operating needs of the Office.
4. An employee who separates from County service shall be paid in cash for any unused CTO accrual at the time of separation.
5. An employee who promotes into a position that is designated as exempt from the overtime provisions of the FLSA shall be paid in cash for any unused CTO accrual at the time of the promotion, at the employee's base hourly rate of pay in effect immediately prior to the promotion.

SECTION 8. WAGES

8.A. GENERAL WAGE INCREASE. All classifications covered by this MOU shall receive the following general wage increases:

1. **Effective October 13, 2024**, salaries for all represented classifications shall be increased by four and seventy-one hundredths percent (4.71%).
2. **Effective November 23, 2025**, the base salaries for all represented classifications shall be increased by four percent (4.0%).
3. **Effective October 11, 2026**, the base salaries for all represented classifications shall be increased by the same general wage increase percentage granted to Deputy Sheriff II, effective that same date.
4. **Effective October 10, 2027**, the base salaries for all classifications shall be increased by the same general wage increase percentage granted to Deputy Sheriff II, effective that same date.

8.B. EMPLOYER PAID MEMBER CONTRIBUTION.

1. **Classic Members.** Effective April 7, 2003, for those “classic” employees (employees who do not qualify as “New Members” under the California Public Employees’ Pension Reform Act of 2013 (“PEPRA”)) who are members of and are required to make an employee contribution to the Alameda County Employees’ Retirement Association (“ACERA”), the County shall pay a portion of the employee’s contribution to ACERA that equals three percent (3%) of the employee’s salary as an employer paid member contribution (“EPMC”).
2. **New Members.** Employees who are Tier IV members (New members as defined by PEPRA) of ACERA are excluded from the provisions of this subsection 8.B.1. (Classic Members).
3. **EPMC amendment.** Effective May 12, 2024, for employees completing twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours for 80-hour classifications), the County’s EPMC as provided in subsection 8.B.1. (Classic Members) shall be reduced from three percent (3%) to two percent (2%).
4. **Proration.** The County contribution set forth in Section 8.B.1 (Classic Members) above shall be for full-time employees in Representation Units R51/R52 who are on full-time paid status. If the employee is on paid status less than full time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full-time pay period for the job classification.

SECTION 9. PREMIUM CONDITIONS

9.A. BILINGUAL PAY. Employees must have taken and passed a bilingual proficiency test coordinated by the County Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including American Sign Language). 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 District Attorney and the approval of the Director of Human Resource Services or their designee, an employee occupying a position designated as requiring fluency in a language other than English shall receive an additional fifty-five dollars (\$55) per pay period and a person occupying such a position and having fluency in three (3) or more languages shall receive sixty dollars (\$60) per biweekly pay period, provided that such a person is required to utilize such additional languages in the course of their duties for the County.

Effective November 23, 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 District Attorney to use and uses the bilingual skills in the course of the employee’s assignment shall be compensated fifty-five dollars (\$55) per biweekly pay period.

Effective November 23, 2025 the bilingual pay shall be increased to sixty dollars (\$60.00) per biweekly pay period.

9.B. LONGEVITY PAY.

1. **10 Years of Service.** Effective May 12, 2024, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to or at least 20,800 total service hours for 80-hour classifications) shall receive an additional one percent (1.0%) compensation applied to all hours in paid status.
2. **20 Years of Service.** Effective May 12, 2024, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours for 80-hour classifications) shall receive an additional one percent (1.0%) compensation, for a total of two percent (2.0%), applied to all hours in paid status.

9.C. VOLUNTARY TRAINING INCENTIVE PROGRAM

1. Any employee, not on probation, occupying a position under Job Codes 8533CA, 8535CA, 8536SM, 8540SM, or 8543SM, designated as a peace officer as defined in Section 830.1 of the Penal Code, when certified as having met the criteria for eligibility with the District Attorney's Training Incentive Program, shall for one year, effective on the first day of the next pay period following the certification of completion, be compensated an additional seven percent (7%) of the base wage.
2. Employees must complete an additional 30 hours or 3 units of Department Head-approved seminars or courses annually for continued participation in the Training Incentive Program.
3. All inspectors participating in the program shall submit a Training Approval Form stating the employee is voluntarily electing or reelecting to participate in the incentive program, through their chain of command for approval prior to taking any course.
4. All training within Training Incentive Program shall be in compliance with the guidelines and content requirements as determined by the District Attorney, Chief of Inspectors, or Assistant Chief of Inspectors. All training must be work related, and each participating inspector must requalify for the incentive each fiscal year.

9.D. STANDBY DUTY.

1. **Homicide Duty:** Effective November 23, 2025, not to exceed one (1) employee in Job Code ("JC") #8535, when assigned to provide one (1) full calendar week (or seven (7) consecutive days, including evenings and weekends) of homicide standby duty, shall receive four (4) hours of Compensatory Time Off ("CTO").
2. **Critical Response Team (Officer-Involved Shooting or In-Custody Deaths) Duty.** November 23, 2025, not to exceed one (1) employee in JC #8535, when assigned to provide one (1) full calendar week (or seven (7) consecutive days, including evenings and weekends) of critical response team (i.e., Officer-Involved Shooting or In-Custody Deaths) standby duty, shall receive four (4) hours of CTO.

3. If the assigned employee does not complete the full calendar week coverage, no CTO accrual shall be provided.

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

9.E. REIMBURSEMENT FOR PROPERTY DAMAGE OR LOSS.

1. Coverage. 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 Agency/Department Head prior to such use. The privately owned vehicle must be insured per State of California law. The insurance of privately owned vehicles 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.

2. Proof of Loss. 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 Agency/Department Head 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.

3. Exclusions. 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 10. HOLIDAYS AND MANAGEMENT PAID LEAVE

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

DATE	HOLIDAY KNOWN AS
January 1	New Year's Day
Third Monday in January	Dr. Martin Luther King, Jr. Day
February 12	Lincoln's Birthday
Third Monday in February (observed)	Presidents' Day
Last Monday in May (observed)	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First Monday in September (observed)	Labor Day
November 11	Veterans Day
Fourth Thursday in November (observed)	Thanksgiving Day
Fourth Friday in November (observed)	Day After Thanksgiving Day
December 25	Christmas Day

10.B. HOLIDAYS TO BE OBSERVED ON WORKDAYS. In the event that January 1 (New Year's Day), February 12 (Lincoln's Birthday), June 19 (Juneteenth), July 4 (Independence Day), November 11 (Veterans Day) or December 25 (Christmas Day) shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event those holidays listed shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

10.C. FLOATING HOLIDAYS. Each employee hired prior to July 1 of each year shall be entitled to four (4) floating holidays (32 hours for those working a 40 hour workweek or 80-hour work over a 14-day pay period). These holidays are to be scheduled by mutual agreement of the employee and the District Attorney and taken within the calendar year. Employees hired after July 1 will not be entitled to the floating holiday(s) for the calendar year in which they were hired. Less than full-time eligible employees shall be entitled to prorated floating holidays based upon a proration of the hours the employee is regularly scheduled to work. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited.

Floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's full-time status. The adjustments to the floating holiday hour balance shall not exceed the full-time equivalent amount for four (4) days of floating holidays (32 hours for 80-hour pay period employee and thirty (30) hours for 75-hour per pay period employee) or the full-time equivalent amount in effect for the calendar year. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

10.D. HOLIDAY COMPENSATION. Holidays not worked shall be compensated at straight time.

10.E. VALUE OF A HOLIDAY. The value of a holiday which falls during a pay period is 1/10th of an employee's time spent in paid status during such pay period, excluding overtime. The

maximum value of a holiday is 8 hours for a classification normally scheduled to work 80 hours per pay period.

10.F. MANAGEMENT PAID LEAVE. The purpose of management paid leave is to recognize the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek, and is granted as follows:

1. Employees Exempt from the Fair Labor Standards Act (“FLSA”).

a. Each M-designated employee who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the FLSA, shall receive seven (7) days (56 hours) of management paid leave in each calendar year in recognition of time worked in excess of the normal County workweek.

b. Effective the pay period containing January 1, 2026, each M-designated FLSA exempt employee shall receive eight (8) days (64 hours) of management paid leave in each calendar year.

c. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 5.33 hours each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

2. Employees Non-Exempt from the FLSA.

a. **Employees hired prior to January 4, 2026:** M-designated employees who are non-exempt from the overtime provisions of the FLSA (JC 8533, 8535, and 8536) shall receive three (3) days (24 hours) of management paid leave in each calendar year in recognition of time worked in excess of the normal County workweek.

b. **Employees Hired on or After the Pay Period Beginning January 4, 2026:** Employees in JC 8533, 8535, and 8536 who are newly hired, promoted, reinstated, demoted or appointed through any other method into an M-designated FLSA non-exempt position are not eligible for paid management leave.

3. **Proration.** Employees appointed after the start of the calendar year shall receive management paid leave as outlined above in subsections 10.F.1. (Employees Exempt from the Fair Labor Standards Act (“FLSA”) and 10.F.2. (Employees Non-Exempt from the FLSA) prorated for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Management paid leave shall be prorated for part-time employees based upon the proportion of the normal 40-hour workweek for which the employee is regularly scheduled to work.

4. **When Management Paid Leave May Be Taken.** Management paid leave allowed pursuant to this subsection shall be scheduled by mutual agreement of the employee and the District Attorney or their designee and taken within the calendar year in which it was granted. The management paid leave allocation will appear in the leave balances on the paycheck containing January 1 of each year. Management paid leave hours that,

for any reason, are not taken in the calendar year earned shall not thereafter be paid in any form nor be carried over to the next calendar year.

10.G. EFFECTS OF LEAVE WITHOUT PAY ON MANAGEMENT PAID LEAVE AND FLOATING HOLIDAYS. Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use Management Paid Leave and Floating Holiday hours for that calendar year when they return to work in a paid status during the same calendar year.

SECTION 11. VACATION LEAVE

Employees shall accrue vacation as specified below. Vacation pay shall be granted only for those days or fractions thereof on which employees would have been regularly scheduled to work and would have worked but for the vacation period. For all part-time employees, and full-time employees who are on a paid status less than the regularly scheduled hours in a full-time pay period, vacation accrual shall be prorated each pay period based upon a proration of the hours worked within that pay period to the normal full-time pay period for the job classification. Vacation accrual shall begin on the first day of employment.

11.A. VACATION ACCRUAL. All employees covered by this MOU shall accrue vacation leave as follows:

1. **Two (2) weeks accrual.** Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time biweekly pay periods (4 years) of continuous employment, up to a maximum balance of four (4) weeks.
2. **Three (3) weeks accrual.** Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time biweekly pay periods (4 years) of continuous employment and until completion of 286 full-time biweekly pay periods (11 years) of continuous employment, up to a maximum balance of six (6) weeks.
3. **Four (4) weeks accrual.** Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time biweekly pay periods (11 years) of continuous employment and until completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of eight (8) weeks.
4. **Five (5) weeks accrual.** Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time biweekly pay periods (20 years) of continuous employment, up to a maximum balance of ten (10) weeks.

11.B. CASH PAYMENT IN LIEU OF VACATION LEAVE. An employee 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.

11.C. LIMITATION ON UNUSED VACATION LEAVE BALANCES. For all employees covered under this MOU, the accrual of vacation leave will cease effective with any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below this maximum. While employees shall have the primary responsibility to schedule and take sufficient vacation to

reduce their accrued vacation leave balances to levels that do not exceed their maximum balance, the District Attorney or their designee will make a reasonable effort to accommodate written vacation leave requests submitted by employees that state that the purpose of such request is to reduce accrued vacation leave balances to a level below their maximum accrual.

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

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

11.D. MAXIMUM VACATION LEAVE. An employee shall be allowed to take one and one-half (1 ½) 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 District Attorney may take vacation in excess of one and one-half (1 ½) times their annual vacation accrual during any calendar year, if they have accumulated sufficient unused vacation leave.

11.E. DEFINITION. For the purpose of this Section 11. (Vacation Leave), "working hour" shall mean any hour that an employee would normally be required to work, and a "working day" shall mean any day that an employee would normally be required to work.

11.F. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.

- 1. Absence of Three (3) Years or Less.** Absence on authorized leave without pay, time that an employee is laid off due to a reduction in force, and time that an employee is temporarily not employed by the County, if followed by reemployment, reinstatement, or return to County service from layoff status within three (3) years, shall not be considered as an interruption of continuous service for the purpose of this subsection.
- 2. Absence of More than Three (3) Years.** A former employee who is absent for more than three (3) years due to authorized leave without pay, a layoff due to a reduction in force, or time that the employee is temporarily not employed by the County, and who is reemployed, reinstated, or returned to County service for a minimum of ten (10) continuous years, shall have all service worked by the employee deemed continuous service for the purpose of qualifying for 15, 20 or 25 working days' vacation accrual.
- 3. Recalculation of Vacation Leave Accrual.** The time such employee is absent as provided in subsections 11.F.1. (Absence of Three (3) Years or Less) and 11.F.2. (Absence of More than Three (3) Years) shall not count for the purpose of computing the years of continuous employment. Further, it shall be the employee's responsibility to notify the Employee Benefits Center if they believe they are eligible for a recalculation of their vacation leave accrual as provided for in the subsections herein.

11.G. WHEN VACATION MAY BE TAKEN. Vacation leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof for 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 District Attorney and the employee. An employee shall be allowed to divide their vacation leave in any calendar year into two (2) segments. The District Attorney, at their discretion, may grant an employee additional segments of vacation.

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

The District Attorney 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 four (4) hours or more for non-exempt employees as defined by the FLSA.

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

- 11.J. VACATION TRANSFER.** Married couples or domestic partners (as defined in Appendix B), employed by the County, may elect to transfer up to five (5) days of their accrued vacation leave balances to their spouse or domestic partner per each event of maternity, paternity and adoption.

- 11.K. EMPLOYEE ENTRY INTO BARGAINING UNITS COVERED BY THIS MOU.** Employees who enter a bargaining unit covered by this MOU, who transferred, reinstated, promoted, demoted, or came from a County representation unit where the vacation accrual limits are not subject to the provisions outlined in subsection 11.A. (Vacation Accrual) above, shall be subject to the provisions outlined in subsection 11.A. (Vacation Accrual) above. Notwithstanding the above, upon entry into a bargaining unit covered by this MOU, employee with a vacation balance in excess of two (2) times the accrual rate shall have their excess vacation balance paid in cash and subject to the maximum balance as provided in subsection 11.C. (Limitation on Unused Vacation Leave Balances) effective the pay period containing January 1 of the calendar year following their appointment into the bargaining unit to allow time for the employee to reduce their balance to levels below their maximum accrual cap. The District Attorney 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 that can be paid for in cash upon termination or to avoid a downward adjustment.

- 11.L. VACATION PURCHASE PLAN.**

1. Only full-time employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and accruing vacation at the two (2) week per year rate and subject to this MOU may elect to purchase one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU. Part-time and intermittent employees may not purchase vacation. Employees eligible for vacation purchase may elect to purchase one (1) week under the Vacation Purchase Plan during Open Enrollment.

- i. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the District Attorney. Employees pay for the vacation time purchased in equal installments during the calendar year.
- ii. 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. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
- iii. To be eligible to purchase one (1) week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
- iv. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
- v. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
- vi. 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 warrants to cover the cost of the purchased vacation.
- vii. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, they shall carry over their purchased vacation balance in the same number of days and fractions of days.
- viii. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
 - i. The County shall cease deduction and no additional days will be allowed for purchase.
 - ii. The County shall reduce the purchased vacation balance by the amount that the employee has not yet paid.
 - iii. The employee shall be allowed to retain and use the time purchased as of the date of the change from eligible to ineligible through the final pay period of the calendar year of the date of ineligibility.

- iv. For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in subsection 11.M.2.h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the first pay period of the following year.
 - v. If the employee has used the purchased vacation time prior to completing payment, for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
 - vi. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.
2. An employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay periods that purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave and vacation time for all bi-weekly hours or portions thereof coded as purchased vacation. These prorated premium costs shall be deducted from the employee's paycheck for the bi-weekly pay period that the purchased vacation is utilized and, further, the employee will not accrue vacation or 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.
- a. **Medical and dental premiums.**
 - i. The employee will pay a prorated amount of the County's contribution toward medical premiums based on vacation buy hours used.
 - ii. If the employee uses more than forty (40) vacation buy hours in a pay period, the employee will be responsible for the entire medical and dental premiums.
 - b. **Leave Accruals.** The employee will not accrue sick leave or vacation when using vacation buy hours.
 - c. **Retirement.** The County will not contribute towards retirement when using vacation buy hours.
 - d. **Seniority.** The employee will not accrue seniority when using vacation buy hours.
 - e. **Time Reporting.** The employee will use time reporting code "VBN" when using vacation buy hours.
 - f. **Holidays.**
 - i. The employee will not be eligible to receive holiday pay if the employee uses Vacation Buy hours the day before and/or the day after a holiday and;
 - ii. Holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.
3. The County retains the right to eliminate vacation purchase upon appropriate notice to ACMEA, and after meeting and conferring if requested, during the term of this MOU.

11.M. VACATION SELLBACK. An employee may receive equivalent cash payment for up to fifteen (15) vacation days per fiscal year. This benefit shall be pro-rated for part-time employees based upon the proportion of the normal 40-hour work week for which the employee is regularly scheduled to work.

In addition, employees may sell up to ten (10) additional days (pro-rated for part-time employees) to be used solely for the purchase of Long-Term Disability Insurance.

SECTION 12. SICK LEAVE

12.A. SICK LEAVE DEFINED. As used in this Section, "sick leave" means leave of absence of an employee for illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee, exposure to contagious disease, or when the employee is a victim of a qualifying act of violence, or when the employee's immediate family member is deceased as a direct result of a crime, as defined and for the purposes described in Government Code section 12925.8.

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

12.C. CUMULATIVE SICK LEAVE PLAN.

1. Accumulation of Sick Leave for Full-Time Employees. Each employee shall accumulate sick leave with pay entitlement at the rate of one-half (1/2) workday for each full biweekly pay period on paid status. The District Attorney shall grant 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.

2. Accumulation of Sick Leave for Part-Time Employees. Each employee who is regularly scheduled to work less than the full-time 40-hour workweek base shall accrue sick leave pursuant to 12.C.1. (Accumulation of Sick Leave for Full-Time Employees) above, except that the sick leave accrual shall be prorated each pay period based upon the proportion of the hours worked within a pay period to the 40-hour workweek.

12.D. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued pursuant to subsection 12.C. (Cumulative Sick Leave Plan), restored to them for use as provided in this subsection.

An employee, as defined in subsection 12.B. (Employee Defined), who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of 40 hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

12.E. FAMILY SICK LEAVE. Employees, as defined in subsection 12.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking.

For the purpose of this subsection "immediate family" means:

- Parent (biological, adoptive, foster, step, grandparent or legal guardian of an employee or the employee's spouse or domestic partner (as defined in Appendix B (Domestic Partners Defined) or a person who stood in loco parentis when the employee was a minor child);
- Spouse, or Domestic Partner (as defined in Appendix B (Domestic Partners Defined)),
- Child (biological, adopted, foster, step, grandchild, legal ward, or child to whom the employee stands in loco parentis);
- Sibling; or
- A "designated person" whom the employee shall identify at the time the employee requests the leave. Employees are limited to one (1) designated person per 12-month period.

12.F. SICK LEAVE CREDIT AT RETIREMENT. County employees who are members of ACERA and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement.

SECTION 13. 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 that 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:

- A.** The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- B.** The recipient employee is not eligible so long as they have paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C.** A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
- D.** A recipient employee is eligible to receive 180 working days of donated time per employment.
- E.** Donations shall be made in full-day increments of eight (8) hours and are irrevocable. Employees whose vacation balance exceeds the amount for which they can be paid off, may donate unlimited amounts of vacation to a departmental catastrophic sick leave pool.

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

SECTION 14. LEAVE OF ABSENCE

- 14.A. LEAVE MAY NOT EXCEED NINE (9) MONTHS.** A leave of absence without pay may be granted by the District Attorney upon the request of the employee seeking such leave, but such leave shall not be for longer than nine (9) months, except as hereinafter provided.
- 14.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- 14.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 their 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, the employee shall be entitled to receive paid military leave as follows:

- 1. Paid military leave which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of 240 working hours for 40 hour/week classes or 225 working hours for 37.5 hour/week classes, during ordered military leave, including necessary travel time. The 240-hour limit reflects the equivalent of 30 eight (8) hour days but is designated in hours to account for alternative work schedules. The 225-hour limit reflects the equivalent of 30 seven and one-half (7.5) hour days but is designated in hours to account for alternative work schedules.
- 2. During the period specified in subsection 14.C. (Military Leave) above, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.

3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday leave, had the employee not been on military leave.
4. In no event shall an employee be paid for time the employee 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.

- 14.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The District Attorney may grant an employee a leave of absence without pay from their position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- 14.E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the District Attorney 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.
- 14.F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the District Attorney 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.
- 14.G. 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 District Attorney, be granted sick leave of absence without pay during such disability to accept such employment.
- 14.H. PREGNANCY DISABILITY LEAVE.** An employee who is disabled by pregnancy, childbirth, or a related medical condition is 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 vacation leave, compensatory time off 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 an employee who is 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 an employee would have been regularly scheduled to work and would have worked but for the PDL.

PDL runs concurrently with approved leave under the federal Family and Medical Leave Act (FMLA), if eligible.

14.I. 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 leave under FMLA, if eligible. The scheduling of child bonding leave (either on CFRA or FMLA) on an intermittent basis shall be a basic minimum duration of two (2) weeks; however, an employee 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 District Attorney 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 14.L. (Effects of 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.** An employee's accrued vacation leave, compensatory time off or other accrued paid leave will automatically be supplemented during the period of child bonding leave referenced in subsections 14.I.1. (Child Bonding Leave Under CFRA/FMLA) and 14.I.2. (Additional County Child Bonding Leave Not Covered by CFRA/FMLA), unless the employee requests, in writing, not to have their other leave balances applied. In the case of an employee who is regularly scheduled to work less than the normal full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless they are otherwise eligible to use it as provided in Section 12. (Sick Leave).

14.J. REINSTATEMENT SUBSEQUENT TO PREGNANCY DISABILITY AND CHILD BONDING LEAVE. Reinstatement subsequent to pregnancy disability and child bonding leave shall be to the same classification from which leave was taken and the District Attorney shall make their best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. The determination as to whether the District Attorney has used their best effort herein, shall not be subject to the grievance procedure.

14.K. BEREAVEMENT LEAVE. A regularly scheduled employee shall be granted up to five (5) days (40 hours for employees working an 80-hour biweekly work schedule) of leave of absence with pay by the District Attorney because of death in the immediate family. Employees are required to complete 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 death of the immediate family member.

For the purposes of this subsection 14.N. (Bereavement Leave), "immediate family" means:

- Spouse or domestic partner as defined in Appendix B (Domestic Partner Defined);
- Parent (biological, step, in-law, foster);
- Child (biological, adopted, foster, step, legal ward, or child of a Domestic Partner);
- Grandparent;
- Grandchild;
- Sibling;
- Any other person sharing the relationship of in loco parentis; and,
- When living in the household of the employee, a sibling-in-law.

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

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

14.M. DEDUCTIONS FROM PAY OR LEAVE BALANCES FOR ABSENCES OF LESS THAN A DAY. Employees in designated management classifications and who are exempt from the overtime provisions of the FLSA, shall have appropriate leave balances reduced for absences of less than one workday, except that such employees shall be placed on leave without pay or absence without authorization (AWOL) for absences less than one workday when paid leave is not used because:

- Permission for its use has not been sought or has been sought and denied;
- Paid leave is exhausted; or
- The employee chooses to use leave without pay.

SECTION 15. HEALTH AND WELFARE

15.A. MEDICAL PLANS. The County offers Health Maintenance Organization (HMO) medical plan options, and a Preferred Provider Organization (PPO)/Indemnity medical plan. Alternative plan options listed in subsection 15.A.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options. The County and covered employees share the cost of medical premiums as provided in subsections 15.A.1. (Payment of Premiums for County-Offered Medical Plans) below.

1. Payment of Premiums for County-Offered Medical Plans. The County shall contribute eighty-five percent (85%) of the total semi-monthly premium towards the coverage of an HMO plan or eighty-five percent (85%) of the total semi-monthly premium of the lowest cost HMO plan towards the coverage of a PPO/Indemnity plan at the employee's applicable level of enrollment (i.e., Self, Self + 1, Family).

2. **Proration.** The County contribution in subsection 15.A.1 (Payment of Premiums for County-Offered Plans) 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 10.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, provided the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium for the benefits and the County will make no contribution.
3. **Duplicate Coverage.** This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26 when both parties are employed by the County. The intent of this subsection is to limit County employees from both covering each other or having duplicate coverage within the same medical plan.

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

- a. Up to one (1) full family HMO plan.
- b. Up to one (1) full family PPO/Indemnity plan.
- c. Up to one (1) full family HMO plan with up to one (1) full family PPO/Indemnity plan.
- d. Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

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

4. **Effect of Leave Without Pay and Re-Enrollment.** Employees on leave without pay (including vacation purchase hours referenced in subsection 11.L. (Vacation Purchase Plan)) during a pay period that the semi-monthly premium is paid shall have their County contribution towards the employee's medical premium prorated as provided in 15.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying 100% of their current plan's medical premiums or enroll in and pay 100% of the premiums of a lower level of medical plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage medical plan during Open Enrollment.

Failure to pay for premiums will result in a lapse of coverage. Any employees who is on leave without pay, and who loses his or her medical plan coverage for a duration of three (3) months or less, shall be allowed to re-enroll as a continuing member in the

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

5. Special Enrollment due to Change in Status. To make changes to employee benefit elections outside of the annual open enrollment period for a County-sponsored medical plan, employees must notify the Employee Benefits Center (EBC) within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.

6. Open Enrollment. Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.

15.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 15.B.3. (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time biweekly pay period for their classification, shall be entitled to elect coverage from the available options.

1. Payment of Premiums for County-Offered Dental Plans. For coverage through the term of this MOU, the County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of coverage (i.e., Self, Self +1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 11.L. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.

2. Annual Benefits Maximum for County-offered PPO Plan. The maximum annual dental coverage limit shall be \$1,750 per plan year.

3. Duplicate Coverage. This subsection applies to married County employees, employees in domestic partnerships (as defined in Appendix B), and employees in parent-young adult dependent (YAD) relationships where the YAD employee is under age 26, when both parties are both employed by the County. The intent of this

subsection is to limit County employees from both covering each other or having duplicate coverage within the same dental plan.

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

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

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

- 4. Effect of Leave Without Pay and Re-Enrollment:** Employees who are on leave without pay (including vacation purchase hours referenced in subsection 11.L. (Vacation Purchase Plan)) during a pay period that the semi-monthly premium is paid or who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period, shall be responsible for one hundred percent (100%) of the semi-monthly dental premium. Employees may elect to continue uninterrupted dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current plan's dental premiums or enroll in and pay one hundred percent (100%) of the premiums of a lower level of dental plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of coverage during Open Enrollment.

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 by completing the appropriate enrollment form within 30 calendar days of the date they return to work. The deductibles, maximums, and waiting period shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

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

- 5. Special Enrollment due to Change in Status.** To make changes to employee benefits elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the Employee Benefits Center (EBC) within thirty (30) days

when they experience a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.

6. **Open Enrollment.** Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.

15.C. CHANGES IN MEDICAL AND DENTAL COVERAGE.

1. **Benefits Subject to Availability.** The foregoing County-offered medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify ACMEA of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation. Within seven (7) days after its receipt of such notice, ACMEA may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.
2. The parties agree that, during the term of the MOU, the County may make changes to the Medical and Dental Plans that do not materially impact the health benefits, upon notice to ACMEA. Within seven (7) days of receiving such notice ACMEA may request to meet with the County.

The parties agree that Section 15. (Health and Welfare) shall be reopened upon notice to ACMEA to discuss possible changes in the medical and dental plan design.

- 15.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.

- 15.E. **SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 15.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 (15.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.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00

Tier	Monthly Stipend
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

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 11.L. (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. Effect of Leave Without Pay. Employees on leave without pay (including vacation purchase hours referenced in subsection 11.L. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 15.E.2. (Proration).

15.F. CAFETERIA BENEFIT PLAN. Employees shall be eligible to participate in the County's Cafeteria Benefit Plan and shall continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. The County's Cafeteria Benefit Plan, authorized under Section 125 of the Internal Revenue Service (IRS) Code, was established for the purpose of providing eligible employees the ability to elect pre-tax deductions from salary to the extent permitted by the IRS regulations, to pay for allowable medical and other covered optional benefit expenses. In addition, the County provides employees with a County Allowance (as outlined in subsection 15.G. (County Allowance)) below in order to offset the cost related to such eligible benefits.

During the annual Open Enrollment for each new plan year, or within the first 30 days of employment of becoming eligible, the County Allowance will be allocated towards 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 remaining County Allowance funds and/or pre-tax salary contributions towards eligible Health Care, Dependent Care, and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 15.G.4. (Unallocated and/or Unused Funds).

15.G. COUNTY ALLOWANCE. To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 15.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 15.G.2. (Proration).

1. **Annual Allowance.** The annual County Allowance amount shall be three thousand and five hundred dollars (\$3,500).
2. **Proration.** The County Allowance amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours that the employee has been regularly scheduled to work to the normal full-time biweekly pay period for the job classification. Employees who transition from a part-time position to a full-time position in a different job classification or from one representation group to another, shall be entitled to a prorated amount based upon the number of pay periods the employee is scheduled to work on a full-time basis during the remainder of the calendar year. Employees appointed during the last two (2) full pay periods and any following partial pay period prior to December 31, shall not be eligible for plan benefits until the following calendar year.

The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 15.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 year.
4. **Unallocated and/or Unused Funds.** Failure by the employee to allocate their County Allowance to the eligible benefits noted in subsection 15.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid out 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 16. STATE DISABILITY, VOLUNTARY DISABILITY, AND LIFE INSURANCE

- 16.A. **STATE DISABILITY INSURANCE.** Full-time employees are covered by the State Disability Insurance (SDI) program. SDI premiums shall be shared equally by the employee and the County.
- 16.B. **VOLUNTARY DISABILITY INSURANCE POLICIES.** Coverage for County-sponsored disability insurance policies can be purchased through the use of vacation sellback (subsection 11.M. (Vacation Sellback)) or through payroll deduction. These disability insurance policies are subject to premium costs, eligibility requirements, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the applicable insurer contracts.
- 16.C. **LIFE INSURANCE.**

1. **Life Insurance.** Employees shall be provided, at County expense, group term life insurance in the amount of \$25,000, with said coverage being reduced by thirty-five percent (35%) at the age of 65. This coverage is subject to the provisions, conditions, and limitations of the insurer's contract with the County.
2. **Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document. Employees who purchase their own supplemental life insurance may also purchase life insurance for their spout/domestic partner and/or dependent children, subject to the Employee Benefits Center guidelines.

SECTION 17. GRIEVANCE PROCEDURE

17.A. DEFINITION. A grievance under this MOU is limited to only those instances where an employee or group of employees alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, by written Agency/Departmental rules, or in the annual Salary Ordinance provision that is directly relevant to the grievance or grievant, provided that the enjoyment of such right is not made subject to the discretion of the department head 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. An employee or group of employees may grieve a violation of a written departmental policy or rule promulgated by a department or agency head only if such policy or rule is designated by the department head as a regulation to be followed in all applicable situations and without discretion on the part of supervisory staff to determine whether or to what extent the policy or rule is to be applicable.

17.B. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCE.

The following is the procedure to be followed in the resolution of grievances:

1. **Step One.** An employee having a grievance shall first discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. **Step Two.** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of this section and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days after 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 from receipt of the answer within which to file an appeal to the Assistant Chief of Inspectors.

3. **Step 3.** The Assistant Chief of Inspectors, 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 Chief of Inspectors.
 4. **Step 4.** The Chief of Inspectors, 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 Chief of Inspectors 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 Chief Assistant District Attorney.
 5. **Step 5.** A Chief Assistant District Attorney shall have seven (7) working days in which to review, hold hearing and answer the grievance in writing. Unless waived by the mutual agreement of the employee or their representative and the District Attorney, 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 District Attorney and the employee or their representative.
- 17.C. ASSOCIATION GRIEVANCE.** ACMEA 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 County. Such ACMEA grievances shall be filed with the District Attorney and heard and determined pursuant to the provisions of subsection 17.B.5. (Step Five) of the grievance procedure.
- 17.D. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, the ACMEA and the District Attorney may by mutual agreement waive review of the grievance at the Chief of Inspectors or Chief Assistant District Attorney, or both, in those in which such levels of management are without authority to resolve the grievance as requested by the employee.
- 17.E. INFORMAL REVIEW BY DIRECTOR.** In the event that the grievance is not resolved at Step 5 of subsection 17.B.5. (Step Five) above, the grievant or the employee's representative may, within thirty (30) working days after receipt of the decision of the District Attorney made pursuant to said subsection 17.B.5. (Step Five), request that the grievance be heard by an arbitrator by notifying the Director of Human Resource Services. Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services, or designee, shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services, or designee, shall have twenty (20) working days in which to review and seek adjustment of the grievance.
- 17.F. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the informal review hearing of subsection 17.E. (Informal Review by Director) above, the grievant or the grievant's representative may, within thirty (30) working days after receipt of the decision of the Director of Human Resource Services, or designee, pursuant to said subsection 17.E. (Informal Review by Director), request that the grievance be heard by an arbitrator.

- 17.G. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or the employee's representative. If the Director of Human Resource Services and the employee or the employee's representative is 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. Qualified arbitrators shall either be a licensed attorney or a retired judge. The Director of Human Resource Services and the employee or the employee's representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 17.H. 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 County Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the County Charter, Salary Ordinance, or any State statute or regulation unlawful.
- 17.I. 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.
- 17.J. 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 of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- 17.K. LIMITATION OF STALE GRIEVANCES.** A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide a condition of employment. This sixty (60) day filing requirement is tolled only in the following applications:
1. **Up to sixty (60) days** after the County's alleged failure was reasonably discoverable; or
 2. **Up to sixty (60) days** after when the grievant may reasonably claim 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 the grievant's detriment.
- An arbitrator shall have no power or jurisdiction to award any monetary damages or relief for any claim that is stale, as set forth herein.
- 17.L. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY).** Notwithstanding subsection 17.K. (Limitation of Stale Grievances) above, in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be as follows. The earlier of:

1. **The sixty (60) day period** is limited to that which immediately precedes the filing of the grievance; or
2. **The sixty (60) day period** is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsection 17.K. (Limitation of Stale Grievances), 1 and 2 above.

This provision does not establish any limit for liability accruing after a grievance is filed. An arbitrator shall have no power or jurisdiction to award any monetary relief or damages for any claim which has or may have accumulated prior to the sixty (60) day period as set forth herein.

17.M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section 17. (Grievance Procedure), the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 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 herself or arrange for other representation, ACMEA 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.

17.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 District Attorney level and may also pursue such grievance through the remaining levels of the grievance procedure provided that the grievance is timely filed as provided in subsections 17.C. (Association Grievance) and 17.D. (Waiver of Appeal Steps) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 18 PROBATIONARY PERIOD AND DISCIPLINARY PROCEDURES

18.A. PROBATIONARY PERIOD. Effective October 26, 2025, unclassified employees employed by the District Attorney's Office covered by this MOU shall serve a probationary period as outlined hereunder.

1. **DEFINED.** The probationary period shall be regarded as an integral part of the hiring process. It shall be utilized for the effective adjustment of the probationer, for close observation of the probationer's performance, and for termination, if such performance does not meet the work standards for the classification or if the probationer's conduct, moral responsibility, or integrity is found to be unsatisfactory.

2. APPOINTMENTS SUBJECT TO PROBATIONARY PERIOD. The following types of appointments are subject to satisfactory completion of a probationary period: regular and promotional appointments; Services-as-Needed; reinstatement appointments following resignations; and transfer or voluntary demotion appointments of probationers.

3. EXCLUSION OF LIMITED TERM APPOINTMENTS. Time served in a temporary, provisional, or emergency appointment shall not be credited toward the completion of any period of probation.

4. WHEN PROBATIONARY PERIOD NOT REQUIRED. A new probationary period is not required for voluntary demotion appointments of employees who completed the probationary period in the classification from which they are taking a demotion.

5. LENGTH. Original and promotional appointments shall be tentative and subject to a probationary period of 12 months (minimum of 2,080 hours) of actual work, exclusive of all leaves and light duty and shall be completed within a 24-month period.

6. PROBATIONARY PERIOD AND MILITARY LEAVE. Probationary employees who are granted military leaves of absence shall complete the balance of their probationary period within a period of 12 months following their return to County service. No provision of this subsection shall be interpreted to preclude the County from establishing a new classification covered by this MOU that may require a probationary period of more than 12 months.

7. EXCLUSION. Employees hired or rehired less than 12 months prior to October 14, 2025, shall be subject to the requirements of subsection 18.A. (Probationary Period) until such time as the employees have worked the length of time as provided in subsection 18.A.5. (Length) for their classification.

8. STATUS UPON COMPLETION OF PROBATIONARY PERIOD. An employee who satisfactorily completes the period of probation for the classification to which the employee was regularly appointed shall be eligible for just cause as outlined in subsection 18.B. (Discipline Procedures) if charged with disciplinary action involving suspension, demotion or termination of employment.

9. REJECTION. During the probationary period, an employee may be rejected at any time without right of appeal or hearing in any manner. An employee rejected from a classification to which the employee has been promoted may be reinstated to the position from which the employee was promoted and had previously completed their probationary period.

18.B. DISCIPLINARY PROCEDURES. Effective October 26, 2025, unclassified employees covered by this MOU shall be afforded the procedure established hereunder in subsection 18.B. (Disciplinary Procedures) for disciplinary action(s) involving suspension, demotion, or termination of employment.

1. GENERAL PROVISIONS AND ELIGIBILITY. Employees who have successfully completed their probationary period in their existing classification as outlined in subsection 18.A. (Probationary Period) covered by this MOU may be suspended, demoted, or terminated for just cause as provided below.

- 2. SUSPENSION OF MANAGEMENT EMPLOYEES.** Employees exempt from the overtime provisions of the Fair Labor Standards Act may be suspended without pay due to the imposition of discipline, in increments of one (1) or more full days.
- 3. CAUSES.** Each of the following may constitute a cause or reason for disciplinary action, but such action shall not be restricted to the particular causes listed:
- a) Fraud in securing the appointment.
 - b) Unfitness for the position.
 - c) Inefficiency.
 - d) Neglect of duty.
 - e) Drunkenness on the job.
 - f) Addiction to the use of narcotics or habit-forming drugs.
 - g) Willful disobedience.
 - h) Insubordination.
 - i) Inexcusable absence without leave.
 - j) Discourteous treatment of the general public or fellow employees.
 - k) Forbidden political activity.
 - l) Willful misuse of public property.
 - m) Immorality.
 - n) Dishonesty.
 - o) Conviction of a felony.
 - p) Any failure of good behavior or acts either during or outside of office hours which are incompatible with or inimical to the public service.
 - q) Engaging in business or accepting outside employment, while an employee of Alameda County, which gives rise to a conflict of interest.
- 1. REPRESENTATION.** Any employee facing formal disciplinary action shall have the right to be represented, at the employee's own expense by an attorney, labor representative or other person selected by the employee.
- 2. WRITTEN NOTICE OF INTENT.** A written Notice of Intent ("NOI"), stating the reasons for the proposed disciplinary action, shall be provided to any employee subject to suspension, demotion, or termination of employment. The NOI shall inform the employee of the right to deny the allegations by providing a written or oral response to the District Attorney within ten (10) working days from the date of service of the NOI to the employee.
- 3. WRITTEN DECISION.** The District Attorney shall consider the written or oral response to the allegations in the NOI, if submitted, and issue a decision. The decision of the District Attorney shall be final unless appealed as provided in subsection 18.B.7. (Appeal) below.
- 4. APPEAL.** The employee suspended, demoted, or terminated, may, within ten (10) working days after receipt of the decision pursuant to subsection 18.B.6. (Written Decision), appeal said Written Decision to an impartial hearing officer as provided in subsection 18.B.8. (Impartial Hearing) by notifying the District Attorney in writing, with a copy to the Director, Human Resource Services or their designee.

- 5. IMPARTIAL HEARING.** Unless the parties otherwise agree, the appeal shall consist of a proceeding conducted by an Administrative Law Judge ("ALJ") with the California Department of General Services, Office of Administrative Hearings ("OAH"). The County and the employee or the employee's representative retain the right to one (1) peremptory challenge of the assigned ALJ. The ALJ may hear testimony, receive closing briefs post-hearing, and shall render a decision to the parties which will end the formal disciplinary appeal process. ALJ decisions on matters properly before them that pertain to disciplinary actions involving the suspension, demotion, or termination of employment of an employee shall be final and binding on both parties.

The OAH fees and related expenses shall be shared equally by the employee (or the employee's representative) and the County. Each party, however, shall bear the cost of its own presentations including preparation and post-hearing briefs, if any.

- 6. INDEMNIFICATION AND DEFENSE.** ACMEA will defend, indemnify, and hold harmless the County of Alameda, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including reasonable attorneys' fees actually and necessarily incurred, arising out of any claim or cause of action brought or filed during the term of this MOU to the extent said claim or cause of action seeks to void subsection 18.B. (Disciplinary Procedures), or any part thereof, so long as subsection 18.B. (Disciplinary Procedures) remains in effect. ACMEA's responsibility under this provision shall extend only to claims or causes of action seeking to void subsection 18.B. (Disciplinary Procedures).

SECTION 19. NO STRIKE

During the term of this agreement, ACMEA, its members and representatives agree that they will not engage in, authorize, sanction, or support any strike, slowdown, stoppage of work, sickout, withdrawal of services, or refusal to perform customary duties. Failure to comply with this Section shall result in the termination by the County of the collection of ACMEA membership dues without jeopardy to the County or to employees in classifications represented by ACMEA.

SECTION 20. SAFETY EQUIPMENT

- 20.A.** Each employee shall be provided with the following safety equipment upon appointment:
- 9mm pistol
 - 3 ammunition magazines
 - Concealment Holster
 - Double Magazine Pouch
 - Handcuffs and Pouch
 - OC Spray and Pouch
 - Body Armor
- 20.B.** Employees shall be responsible for the safekeeping and maintenance of the safety equipment in accordance with the related safety equipment policies.
- 20.C.** Employees shall return the issued equipment upon separation from the District Attorney's Office.

SECTION 21. 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 or 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 22. 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 ACMEA for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance, which shall incorporate this MOU by ordinance. Upon such adoption, the provisions of this MOU shall supersede and control over conflicting or inconsistent County ordinances and resolutions.

SECTION 23. SCOPE AND TERM OF MEMORANDUM

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 and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. 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 October 14, 2025 and shall remain in full effect until and including August 26, 2028

County of Alameda

ACMEA Units R51/R52

SIGNATURE PAGE

FOR COUNTY OF ALAMEDA:

**FOR ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION R51/R52**

Signed by:
Jeff Bailey 9/24/2025
Jeff Bailey, Chief Negotiator Date

Signed by:
Jose J. Cuervo 9/25/2025
Jose Cuervo, Chief Negotiator Date

DocuSigned by:
Gil Dong 9/24/2025
Gil Dong, Labor Relations Analyst Date

DocuSigned by:
Frederick Sahakian 9/23/2025
Fred Sahakian, ACMEA President Date

Signed by:
Annie Esposito 9/25/2025
Annie Esposito, Chief Assistant DA Date

Signed by:
Frank Bonifacio 9/23/2025
Frank Bonifacio, DA Inspector III Date

Signed by:
Robert Chenault 9/25/2025
Robert Chenault, Chief of Inspectors Date

Signed by:
Kevin Wiley 9/23/2025
Kevin Wiley, Lieutenant of Inspectors Date

DocuSigned by:
Michi Yoshii 9/25/2025
Michi Yoshii, Labor Relations Manager Date

DocuSigned by:
Margarita Zamora 9/25/2025
Margarita Zamora, Director
Human Resource Services Date

Approved as to form
Donna R. Ziegler, County Counsel
By:

Signed by:
Kristy van Herick 9/25/2025
Kristy Van Herick
Assistant County Counsel Date

APPENDIX A. SALARIES BY JOB CLASSIFICATION

Listed herein are all those County of Alameda classifications represented by the Alameda County Management Employees ACMEA in Bargaining Units R51 and R52. The salaries shown are established by the Alameda County Board of Supervisors, and are effective on the dates shown.

Item	Title	Rep Unit	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05
8533	Inspector I	R51	10/13/2024	4,983.20				6,254.40
			11/23/2025	5,182.40				6,504.80
8535	Inspector II	R51	10/13/2024	5,413.60				6,755.20
			11/23/2025	5,630.40				7,025.60
8536	Inspector III	R51	10/13/2024	6,111.20	6,420.00	6,727.20	7,065.60	7,426.40
			11/23/2025	6,356.00	6,676.80	6,996.00	7,348.00	7,723.20
8540	Lieutenant of Inspectors	R52	10/13/2024	6,756.80	7,096.00	7,440.80	7,813.60	8,197.60
			11/23/2025	7,027.20	7,380.00	7,738.40	8,126.40	8,525.60
8543	Captain of Inspectors	R52	10/13/2024	7,762.40	8,150.40	8,551.20	8,987.20	9,426.40
			11/23/2025	8,072.80	8,476.80	8,893.60	9,346.40	9,803.20

APPENDIX B. DOMESTIC PARTNER DEFINED

Domestic Partner Defined. A "domestic partnership" shall exist between two persons, one of whom is an employee of the County, covered by this MOU, 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 of life;
- b. the two parties are: not married to anyone; eighteen (18) years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six (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 C. EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURES

Chapter 3.48

**EMPLOYMENT DISCRIMINATION
COMPLAINT PROCEDURES**

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

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

memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

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

B. Resolving Formal Complaints.

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be 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 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 District Attorney; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the District Attorney, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.

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

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

4. **Setting of Hearing.** If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the District Attorney, before an agreed-upon arbitrator.

5. **Exclusion of Frivolous or Vague Appeals and Appeal Therefrom.** In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the District Attorney, and of his or her determination which is the subject

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

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

MINUTE ORDER

County of Alameda

ACMEA Units R51/R52

COUNTY OF ALAMEDA
2024 PAY PERIOD CALENDAR

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

County of Alameda

ACMEA Units R51/R52

COUNTY OF ALAMEDA
2025 PAY PERIOD CALENDAR

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

County of Alameda

ACMEA Units R51/R52

COUNTY OF ALAMEDA
2026 PAY PERIOD 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>PRESIDENTS' DAY OBSERVED 02/16/26</i>	
03/01/26	03/14/26	03/27/26	26-07
03/15/26	03/28/26	04/10/26	26-08
03/29/26	04/11/26	04/24/26	26-09
04/12/26	04/25/26	05/08/26	26-10
04/26/26	05/09/26	05/22/26	26-11
05/10/26	05/23/26	06/05/26	26-12
05/24/26	06/06/26	06/19/26	26-13
		<i>MEMORIAL DAY OBSERVED 05/25/26</i>	
06/07/26	06/20/26	07/02/26	26-14
		<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

ACMEA Units R51/R52

COUNTY OF ALAMEDA
2027 PAY PERIOD CALENDAR

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

County of Alameda

ACMEA Units R51/R52

COUNTY OF ALAMEDA
2028 PAY PERIOD CALENDAR

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

ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION
UNITS R51 AND R52
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
AUGUST 6, 2024 through AUGUST 26, 2028

Summary of Negotiated Terms	
Term	August 6, 2024 through August 26, 2028 (4-years)
Wages	Effective November 23, 2025 – four percent (4%) Effective October 11, 2026 – same general wage increase tied to Deputy Sheriff II Effective October 10, 2027 – same general wage increase tied to Deputy Sheriff II
Standby Pay	Effective November 23, 2025, employees in JC 8535 assigned to Officer Involved Shootings or Homicide Callouts will receive \$250 for each week on standby.
Safety Equipment	Provide handguns, cuffs, holsters, ballistic vest, and OC spray
Bilingual Pay	Effective November 23, 2025, increase from \$40 to \$60 per pay period ("PP")
Management Paid Leave Days ("MPL")	Effective PP containing January 1, 2026, increase from 7- to 8- days for R52; new hires in R51 on or after January 4, 2026 will no longer receive 3-days of MPL.
Union Release Time	Provide up to eight (8) hours annually for union-steward training
Probationary Period and Disciplinary Procedures	Establish 12-month probationary period for all employees; and grant just cause rights for suspensions, demotions and terminations.

Approved as to Form

DONNA R. ZIEGLER, County Counsel

Ordinance No.

O-2025-56

By Kristy van Herick
Kristy van Herick, Assistant County Counsel

**AN ORDINANCE APPROVING THE
AUGUST 6, 2024 THROUGH AUGUST 26, 2028 MEMORANDUM OF UNDERSTANDING WITH
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES' ASSOCIATION UNITS R51 AND R52**

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

SECTION I

The August 6, 2024 through August 26, 2028 Memorandum of Understanding, between the County of Alameda and the Alameda County Management Employees' Association applicable to employees in Representation Units R51 and R52 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 it in the Inter-City Express, a newspaper published in the County of Alameda.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **14th** day of **October, 2025**, to wit:

AYES: Supervisors Fortunato Bas, Márquez, Miley, Tam & President Haubert - **5**

NOES: None

EXCUSED: None

David G. Haubert

PRESIDENT, BOARD OF SUPERVISORS

File No: 31595

Agenda No: 31

Document No: O-2025-56



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

ATTEST:

Clerk, Board of Supervisors

By: *3. Vill*
Deputy

Approved as to Form

DONNA R. ZIEGLER, County Counsel

Ordinance No.

O-2025-57

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 November 23, 2025, as listed below:

ITEM	MC	TITLE	UNIT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FLSA
8533	CA	Inspector I	R51	5,182.40	-	-	-	6,504.80	N
8535	CA	Inspector II	R51	5,630.40	-	-	-	7,025.60	N
8536	CA	Inspector III	R51	6,356.00	6,676.80	6,996.00	7,348.00	7,723.20	N
8540	SM	Lieutenant of Inspectors	R52	7,027.20	7,380.00	7,738.40	8,126.40	8,525.60	X
8543	SM	Captain of Inspectors	R52	8,072.80	8,476.80	8,893.60	9,346.40	9,803.20	X

SECTION II

Article 3, Section 3-9 (District Attorney's Office), subsection 3-9.3 of the County of Alameda Salary Ordinance is hereby amended effective November 23, 2025:

3-9.3 – ~~Any person occupying a position under~~ Employees in Job Codes ~~8533CA, 8535CA, 8536SM, 8540SM, 8543SM, 8544SM, 8545SM, or 8575SM; and effective April 26, 2015 Job Code 8544SM,~~ designated as a peace officer as defined in Section 830.1 of the Penal Code, when certified as having met the criteria for eligibility established by the Board of Supervisors for the District Attorney's Training Incentive Program, shall for one (1) year, effective on the first day of the calendar month following the certification of completion, be compensated an additional seven (7%) percent of base pay which shall be renewable for a like period of time upon completion of 30 hours or three (3) units of Department Head-approved seminars or courses prior to such renewal.

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.

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **14th** day of **October, 2025**, to wit:

AYES: Supervisors Fortunato Bas, Márquez, Miley, Tam & President Haubert - **5**

NOES: None

EXCUSED: None

David G. Haubert

PRESIDENT, BOARD OF SUPERVISORS

File No: 31595

Agenda No: 31

Document No: O-2025-57



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

ATTEST:

Clerk, Board of Supervisors

By: *[Signature]*

Deputy