

MEMORANDUM
OF
UNDERSTANDING

DEPUTY SHERIFFS' ASSOCIATION
OF ALAMEDA COUNTY

AND

THE COUNTY OF ALAMEDA

March 8, 2009 – March 14, 2015

2009 - 2015
MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY
AND
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY
AND
THE COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "COUNTY," and the Deputy Sheriffs' Association of Alameda County, hereafter designated as the Association," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period March 8, 2009 through March 14, 2015, for those employees working in representation units referred to in Section 1. hereof.

SECTION 1. RECOGNITION

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

SECTION 2. NO DISCRIMINATION

- A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations or because of racial or national origin, sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex or physical disability. Complaints arising pursuant to the provisions of this subsection shall only be processed according to the Uniform Complaint Procedure contained in Appendix D, which is incorporated by reference to this Memorandum of Understanding, and shall be excluded from the Grievance Procedure.
- B. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.** Neither County nor employee organizations shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Association activity.

SECTION 3. ASSOCIATION SECURITY

- A. NOTICE OF RECOGNIZED ASSOCIATION.** The Sheriff's Office shall post within the employee work or rest area a written notice which sets forth the classifications included within each representation unit referred to in Section 1. hereof and which includes any classification existing in the Sheriff's Office, and the name and address of the recognized employee organization for each such unit. The Sheriff's Office shall also give a written notice to persons newly employed in representation unit classifications, which notice shall contain the name and address of the employee organization recognized for such unit; the fact that the Association is the exclusive bargaining representative for the employee's unit and classification; and a copy of the current Memorandum of Understanding to be supplied by the Association. The Association agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the units for which this Section is applicable, provided the employee pays Association dues, a service fee or a charitable contribution.

B. AGENCY SHOP. Except as provided otherwise in this subsection 3.B., employees in representation units referred to in Section 1. hereof, shall, as a condition of continuing employment, become and remain members of the Association or shall pay to the Association a service fee in lieu thereof. Such service fee shall be 98% of Association dues (hereinafter collectively termed "service fee") of the Association representing the employee's classification and representation unit.

1. **Implementation:** Any employee hired by the Sheriff's Office subject to this Memorandum of Understanding shall be provided through the Sheriff's Office with a notice advising that the County has entered into an Agency Shop agreement with the Association and that all employees subject to the Memorandum of Understanding must either join the Association, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of Association dues or a service fee, or a charitable contribution equal to the service fee. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Employee Services Center.

If the form is not completed properly and returned within five working days, the Employee Services Center shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of Association dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees checkoff authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over Association dues and service fees.

2. **Religious Exemption:** Any employee of the County subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization, shall upon presentation of verification of active membership in such religion, body or sect, be permitted to make a charitable contribution equal to the service fee in lieu of Association membership or service fee payment.

To qualify for the religious exemption, the employee will be required to submit to the Association and County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person's membership. The deduction shall not be forwarded to the charity until the Association has approved the exemption. Charitable contributions shall be by regular payroll deduction only. For purposes of this Section, charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program or the Emergency Food Bank Network of Alameda County.

3. **Exclusion of Employees:** The Agency Shop provisions set forth in subsections 3.B., 3.B.1., and 3.B.2. herein, shall not apply to persons occupying positions designated as management, supervisory (including Supervisory Unit 13) or confidential nor to persons not in the classified Civil Service. The County may designate positions as confidential in accordance with Administrative Code Section 3.04.020. If any position designated confidential is disputed by the Association, the matter shall be decided by an arbitrator.

4. **Financial Reports:** The Deputy Sheriffs' Association shall submit copies of the financial report required pursuant to Section 3502.5 (f) of the California Government Code to the Director of Human Resource Services once annually.

Copies of such reports shall be available to employees subject to the Agency Shop requirements of this Section at the offices of the Association.

Failure to file such a report within 100 days of the close of the Association fiscal year shall result in the termination of agency fee deductions, without jeopardy to any employee, until said report is filed.

5. **Payroll Deductions and Payover:** The County shall deduct Association dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. The County shall also periodically provide a list of all persons making charitable deductions pursuant to the religious exemption granted herein.
6. **Hold Harmless:** The Association shall 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 Agency Shop provisions herein. In no event shall the County be required to pay from its own funds Association dues, service fees or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.
7. **Waiver of Election for Newly-Represented Employees and New Representation Units:** The accretion of classifications and/or employees to the representation units set forth in Section 1. of this Memorandum of Understanding shall not require an election herein for the application of this Agency Shop provision to such classifications and/or employees. The recognition of newly-established bargaining units and the inclusion of same within Section 1. of this Memorandum of Understanding shall also not require an election herein for the application of this Agency Shop provision to such units.

SECTION 4. ASSOCIATION BULLETIN BOARD, MEETINGS, AND ACCESS TO EMPLOYEES

- A. **BULLETIN BOARDS.** Reasonable space shall be allowed at each work site for a locked bulletin board (purchased and maintained by the Association) as specified by the Sheriff for use by the Association to communicate with departmental employees. Material shall be posted within the locked bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- B. **JOB CONTACTS.** Any authorized representative of the Association shall have the right to contact individual employees working within the representation unit by their organization in County facilities during business hours on matters within the scope of representation providing prior arrangements have been made for each such contact with the Sheriff who shall grant permission for such contact if, in his judgment, it will not disrupt the business of the work unit involved. When contact at the work location is precluded by confidentiality of records, or work situation, health and safety of employees or the public, or by disturbance to others, the Sheriff shall have the right to make other arrangements for a contact location removed from the work area. Spontaneous arrivals during business hours at County facilities of Association representatives for the purpose of contacting individual employees

without prior approval of the Sheriff will not be allowed. If they do occur, meetings will not take place.

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

- C. **MEETINGS.** Meetings of a representative of the Association and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 25. hereof. The Sheriff may, upon timely application (48 hours prior) allow meetings of a representative of the Association and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal Association business. The Sheriff shall reasonably make available conference rooms and other meeting areas for the purpose of holding Association meetings during off-duty time periods. The Association shall provide timely advance notice of such meetings and agrees to pay any additional costs of security, supervision, damage, and cleanup, and shall comply with County regulations for assignment and use of such facilities.
- D. **DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of the Association shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities, except that this Section shall not be deemed to supersede any other Section of the Memorandum or Government Code Section 3500, et seq.

SECTION 5. RELEASE TIME

- A. **BARGAINING.** Employee members of the Association bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee members of the Association bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Agreement for review of grievances and contract compliance questions. In no event, however, shall the number of employee members provided time off pursuant to this Section exceed four (4) employees for any one meeting. Employee members of the Association engaged in investigation of a grievance shall report such time as payroll code UNI for timekeeping purposes. Employee members of the Association who participate in the meet and confer process and/or participate on a labor-management committee, must report such time as payroll code MCL for meet and confer and payroll code LMC for participation on a labor management committee.
- B. **ASSOCIATION BUSINESS LEAVE BANK.** Effective as soon as administratively possible in 2010, and effective with the first full pay period in January of all subsequent years through the duration of this Memorandum of Understanding, employees represented by the Association shall have two hours deducted from their accrued floating holiday leave balance and deposited in the Association Business Leave Bank. Once deposited, such hours are non-refundable and shall be converted to the recipient employee's hourly value on a dollar-for-dollar basis when utilized. Any hours remaining at the time of the next annual deduction shall not be carried over but deposited into the Sheriff's Office Catastrophic Leave pool.

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

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

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

- A. WORK SCHEDULE AND CHANGE OF SHIFT.** The Sheriff shall prepare a schedule showing the hours each employee who is covered by this Memorandum is to work. Except under unforeseeable circumstances, the Sheriff shall make every reasonable effort to assure that no employee shall have more than one change of work schedule in any workweek. Fourteen days advance notice of departmental work schedule changes and seventy-two (72) hours advance notice of intra-unit work schedule changes shall be mandatory. An employee may voluntarily request to change assignments prior to the conclusion of the notice period. Otherwise, no departmental or intra-unit schedule change will become effective except for unforeseeable circumstances, until the respective mandatory notice period has transpired.
- B. HOURS OF WORK.** Unless otherwise set forth in Section 7.K., hours of work in the workday shall be 8 hours; the workweek shall consist of 40 hours for employees covered by this Agreement.
- C. ASSIGNING WORK SHIFTS.** In assigning work shifts, the Department will give due regard to assigning shifts which will not disrupt or interrupt any employee's education or training programs and schedules.
- D. REST PERIODS.** Each employee shall be granted a rest period of 15 minutes during each work period of more than three hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives his right to said rest period and any right or compensation therefor. No wage deduction shall be made nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- E. REQUIRED EQUIPMENT.** Employees are expected to be at their individual work stations with required equipment in operable condition at the scheduled shift starting time.

SECTION 7. OVERTIME

- A. REGULAR WORK SCHEDULE REQUIRED.** Work for the County by an employee at times other than those so scheduled as provided in subsection 6.A. shall be approved in advance by the Sheriff or, in cases of unanticipated emergency, shall be approved by the Sheriff after such emergency work is performed.
- B. HOW OVERTIME IS AUTHORIZED.** No employee shall perform overtime work unless such overtime work has been approved by the Sheriff or his/her designee.
- C. OVERTIME WORK DEFINED.** Overtime work shall be defined as all work performed pursuant to subsections 7.A. and 7.B. of this Section in excess of the work hours set forth in subsection 6.B. of this Agreement and as specified in the Fair Labor Standards Act regarding hours worked in excess of

171 hours in a 28 day work period. Overtime work shall be kept to a minimum. Wherever feasible and appropriate, the Sheriff shall adjust work schedules to eliminate the need for overtime work.

D. OVERTIME PAYMENT.

1. Except for employees assigned to an alternate biweekly work schedule as defined in subsection 7.K of this Memorandum of Understanding, all overtime work shall be compensated at the rate of one and one-half times the hourly rate either in cash, in compensating time off, or a combination thereof. Overtime compensation in cash shall be paid within 4 weeks from the date the overtime was worked.
2. Notwithstanding subsection 7.H., employees who are scheduled to work 81 or 84 hours biweekly as defined in subsection 7.K. of this Memorandum, shall be compensated for the 1 or 4 hours of scheduled time in excess of 80 biweekly hours at the employee's straight overtime rate of pay and shall be compensated in cash or compensatory time off at the option of the employee, and shall only be eligible for overtime, compensated at the rate of one and one-half times the hourly rate as defined in 7.E.1., for hours worked in excess of their scheduled pay period of 81 or 84 hours. Such overtime shall be compensated in cash, in compensating time off, or a combination thereof, at the option of the Sheriff.
3. Notwithstanding subsection 7.H., employees who are scheduled to work an alternate work schedule of 44 hours one week and 36 hours in the next week as defined in subsection 7.K. of this Memorandum, shall be entitled to overtime compensated at the rate of one and one-half times the hourly rate as defined in 7.E.1., for all hours worked in excess of their scheduled pay period of 80 hours. Such overtime shall be compensated in cash, in compensating time off, or a combination thereof, at the option of the Sheriff.

E. RATES DEFINED.

1. For purposes of this Section, hourly rate shall be defined as follows:
 - a. For employees working a 40-hour workweek, the hourly rate shall be the biweekly rate divided by 80.
 - b. For employees assigned to the alternate biweekly work schedule defined in subsection 7.K., the hourly rate shall be defined as the biweekly rate shown in Appendix "A" divided by 80.
2. For purposes of this Section, the Fair Labor Standards Act regular rate shall be defined as follows: An employee's regular rate shall include in addition to his/her hourly rate as defined above, any applicable salary ordinance footnote and any applicable premium payment pursuant to Sections 13, 15, 18, 20.A., 20.B., and 20.C. of this Memorandum of Understanding.

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

G. OVERTIME COMPENSATION. All employees shall receive overtime compensation in cash, in compensating time off, or a combination thereof, at the option of the Sheriff as follows and consistent with subsection 7.J. herein:

1. The method of compensation for cash payment of overtime worked shall be as follows:
 - a. Employees covered by the overtime provisions of the Fair Labor Standards Act shall be paid time and one-half for overtime work as provided in subsection 7.H. below based on the hourly rate defined in subsection 7.E. provided, however, that time and one-half the employees Fair Labor Standards Act regular rate defined in subsection 7.E. shall be paid for all actual hours worked in excess of 171 hours (excluding holidays and paid leave time) as provided in the Fair Labor Standards Act Law Enforcement 28 Day Work Period.
 - b. Employees exempt from the overtime provisions of the Fair Labor Standards Act shall be paid time and one half for all overtime worked as provided in subsection 7.E. based on the hourly rate defined in subsection 7.E.1.
2. Employees shall only be paid overtime for approved overtime actually worked during the workweek.

H. EXEMPT POSITIONS AND WORK SITUATIONS. The following classes and work situations are exempt from overtime provisions of this Section to the extent allowable under the Fair Labor Standards Act:

Time spent in study courses, seminars and meetings of professional groups.

I. DAYLIGHT SAVINGS TIME. All employees working at the time daylight savings time starts or ends shall be paid for actual time worked and in accordance with Section 7. and its provision. Employees shall be allowed to work their full shift or, with advance notice to the Sheriff's Office, take compensating, vacation, or in-lieu time off, at the employee's option.

J. WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID. Effective March 7, 2010, compensating time off earned may be accrued to a maximum of 120 hours, and any employee who has accumulated 120 hours of compensatory time off shall be paid in cash for all subsequent overtime worked until such time as the employee's compensating time off balance is reduced below 120 hours. Notwithstanding the foregoing, an employee may exceed the 120 hour maximum when an emergency or other unusual circumstance may exist and the department/agency has obtained approval of the County Administrator's Office to grant compensating time off in excess of 120 hours but in no event to exceed 480 hours.

Scheduling of compensating time off shall be by mutual agreement of the employee and the agency/department head provided that the agency/department head may require that an employee adjust his/her work week in order to avoid overtime penalties.

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

K. ALTERNATE BIWEEKLY WORK SCHEDULES.

1. Notwithstanding subsections 6.B. and 7.C. of this Memorandum of Understanding, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work of 81 or 84 hours which includes 1 or 4 hours of scheduled straight overtime.
2. Notwithstanding subsections 6.B. and 7.C. of this Memorandum of Understanding, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 48 hours one week and 36 hours in the other week of the pay period. The regular biweekly work schedule includes 4 hours of scheduled straight overtime.
3. An employee on the foregoing alternate biweekly work schedules of 81 or 84 hours who is absent from work on paid leave for only 1 scheduled shift in the pay period will be charged 8 hours from the appropriate leave balance.
4. An employee on the foregoing alternate biweekly work schedules of 81 or 84 hours who is absent from work on paid leave for more than 1 scheduled shift in the pay period will have 8 hours subtracted from the appropriate leave balance for the first shift of absence and for each subsequent shift of absence in the pay period, the actual hours scheduled will be subtracted from the appropriate leave balance.
5. An employee on the foregoing alternate biweekly work schedules who is normally scheduled to work on a day on which a holiday falls, and who is absent on that day shall be considered to be on holiday leave and shall not be entitled to more than 8 hours off for the holiday. Notwithstanding subsection 22.H. and unless the employee's absence is the first absence in the pay period, the employee shall be required by submission of either a compensatory time off request or vacation request (if there is no accrued compensatory time) to make up during the pay period in which the holiday falls, the difference between 8 hours and the length of the shift which the employee would have worked except for the holiday leave. In the event that the employee has no accrued compensatory time or vacation, the difference between 8 hours and the length of the shift which the employee would have worked except for the holiday leave and notwithstanding Administrative Code Section 3.16.030 shall be reported as leave of absence without pay.
6. Notwithstanding subsections 6.B. and 7.C. of this Memorandum of Understanding, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 8 ten hour shifts in the biweekly pay period. The regular biweekly work schedule shall not exceed 80 hours. The employee shall be entitled to the payment of overtime only after working in excess of 80 hours in the pay period.
7. Notwithstanding subsections 6.B. and 7.C. of this Memorandum of Understanding, an employee working in any unit or division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 44 hours one week and 36 hours in the other week of the pay period. The regular biweekly work schedule shall not exceed 80 hours. The employee shall be entitled to the payment of overtime only after working in excess of 80 hours in the pay period.
8. The Sheriff, shall, in his discretion, determine which, if any, classifications and positions shall be eligible for the alternate biweekly work schedule, and retains the right, upon appropriate notice to the Association and after meeting and conferring if requested by the Association, to

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

L. COMPENSATING TIME OFF USE RESTRICTION. The express purpose of overtime/compensating time off is to provide compensation for hours worked in excess of the employee's normal hours in a pay period and is not for the purpose of modifying an employee's established, recurring work schedule. In order to insure the appropriate accrual and application of overtime/compensating time off, the following exclusions and restrictions shall apply to all employees covered by this Memorandum of Understanding.

1. Overtime earned while on vacation, floating holiday, or in lieu time shall only be paid in cash.
2. While on a compensating time off status, employees shall be authorized to work overtime only while staffing Sheriff's Office approved special events such as, for example, Urban Shield, Oakland Raiders games, and the County Fair.
3. Overtime earned in the same pay period in which compensating time off or sick leave is used must be paid in cash.
4. Employees assigned to a contract agency who earn overtime working outside the contract agency shall have the option to designate up to 40 hours of compensating time off for use within the contract agency. All overtime earned outside of the contract agency in excess of 40 hours per calendar year shall be paid in cash. Overtime earned working within the contract agency shall be subject to the exclusions and restrictions specified in numbers 1, 2, and 3 above and the 120 hour compensating time off maximum specified in Section 7.J.
5. If management can document that an employee is utilizing overtime/compensating time off in a way that, on any recurring basis, modifies their established, recurring work schedule, management shall have the prerogative to, with advance notice to the employee, compel that all overtime worked by this employee be paid only in cash for whatever period of time management deems appropriate. In no case shall this period of time exceed one year.

SECTION 8. HEALTH AND SAFETY

A. EQUIPMENT. The County shall comply with all applicable State, Federal and County safety regulations and shall furnish to all employees all safety equipment required by law. Furthermore, the County shall provide all equipment deemed essential by the Sheriff to complete assigned duties.

B. EQUIPMENT: LIABILITY FOR COSTS OF MISUSE. Any employee who damages or loses through negligence any equipment issued or provided by the County shall be liable to the County for the actual costs proximately resulting from such misuse or loss. Misuse of a County car is covered under the Alameda County Administrative Code Chapter 3.32 and for the purposes of this subsection 8.B. is not defined as equipment.

SECTION 9. UNIFORMS

- A. ALLOWANCE.** Upon completion of 12 continuous months of employment, the County shall pay per annum a uniform allowance in the amount of \$1100 to each employed, sworn badge-carrying officer.

Effective calendar year 2013, the County shall pay per annum a uniform allowance to each employed, sworn badge-carrying officer as follows:

2013 - \$1,125
2014 - \$1,150
2015 - \$1,175

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

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

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

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

- B. REPLACEMENT.** County to replace or repair all uniforms and equipment damaged or lost, provided that the damage or loss occurred in the normal line of duty and that these damages or losses were not caused by or contributed to by any deliberate negligence on the employee's part. The determination whether to repair or replace shall be at the discretion of the Sheriff.
- C. UNIFORMS NOT SALARY.** The uniform allowance paid by the County shall not be considered as part of salary.

SECTION 10. HOLIDAYS

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

January 1st
Third Monday in January (known as Dr. Martin Luther King, Jr. Day)
February 12th (known as Lincoln's Birthday)
Third Monday in February (President's Day)
Last Monday in May (Memorial Day)
July 4th
First Monday in September (Labor Day)
November 11th (known as Veterans' Day)
Thanksgiving
Day after Thanksgiving
December 25th

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

In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this Memorandum.

- B. FLOATING HOLIDAYS.** Eligible employees will be allocated three floating holidays as provided in this Memorandum of Understanding to be scheduled by mutual agreement between the employee and the Agency/Department Head and taken within the period between January 1st and December 31st of each year. Each employee hired prior to July 1 of each year shall be entitled to the floating holidays. Employees hired after July 1 will not be entitled to the floating holidays for the calendar year in which they were hired. The first 24 hours of vacation or compensatory time off taken during each calendar year shall be charged as floating holiday time.

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

Effective January 1, 2011, floating holidays for less than full-time eligible employees whose standard working hours change to full-time after January 1 but prior to July 1 of a calendar year, shall be increased based on the employee's full-time status. After July 1 of a calendar year, no adjustment will be made to the floating holiday hour balance.

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

- C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 10.D. hereof, no employee assigned to shift work shall receive a greater or a lesser number of holidays in any calendar year than employees regularly assigned to work during the normal workweek.
- D. HOLIDAYS TO BE OBSERVED ON WORK DAYS.** In the event that January 1; February 12, known as "Lincoln's Birthday"; July 4; November 11, known as "Veterans Day"; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

Notwithstanding the observance of holidays specified in subsection 10.D. herein, and including the provisions of subsection 10.C. herein, when December 25, January 1, or July 4 occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year's holiday on January 1 and July 4 on the actual day rather than the County designated day of observance of the holiday.

E. HOLIDAY COMPENSATION.

1. Holidays Not Worked

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

2. Holiday Pay

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

3. Holiday Overtime

- a. Employees shall be compensated at a premium of two and one-half times their normal rate of pay (or in-lieu time off at the option of the employee), for any hours worked beyond their regularly scheduled work shift (before or after their regularly scheduled work shift), when such additional work hours occur between 0001 and 2400 on the day on which a holiday is celebrated.

SECTION 11. HEALTH AND DENTAL PLANS

A. HEALTH PLAN COVERAGE

Effective with the Health Plan year beginning February 1, 2008, office visit co-payments shall be \$15, emergency room co-payments shall be up to \$50 for all health plans offered by Alameda County, and prescription co-payments will be as specified in each plan.

1. Health Plan Coverage for Full-time Employees

- a. For coverage from March 8, 2009 through January 31, 2010, the County shall contribute towards the monthly provider's charge for a comprehensive group health plan by a health maintenance organization or toward an indemnity/PPO health plan for eligible full-time employees, as well as their spouses, domestic partners and eligible dependents. The County contribution toward the medical carrier premiums shall be the full cost of the lowest cost HMO premium for eligible, full-time employees. In no event shall the County contribution exceed the premium of the options selected. The County contribution toward the provider's charge shall be the full-time contribution provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, the County contribution shall be the full-time contribution prorated each pay period based on the proportion of the hours on paid status within that pay period to the normal full time hours for the job classification, provided further that the employee is on paid status at least 50 percent of the normal full-time pay period for the job classification.
- b. Effective April 1, 2010 through the remaining term of this MOU, the County and covered employees will share in the cost of health care premiums. The County will pay 90% of the total premium for an HMO plan or 90% of the total premium of the lowest cost HMO plan toward the total premium for a PPO/Indemnity Plan:
 - (1) The County shall contribute 90% of the total monthly premium for an HMO at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a plan year.
 - (2) The County shall contribute 90% of the total premium of the lowest cost HMO toward the total monthly premium of the PPO plan at the corresponding level of coverage (i.e., Self, Self + 1 dependent, Family) in a plan year.
- c. Effective April 1, 2010 through the remaining term of this MOU, if the employee is on paid status on less than a full-time basis, the County contribution toward the provider's premium shall be 90% of the total biweekly premium for an HMO plan prorated each pay period based on the proportion of the paid hours within that pay period to the normal full time hours for the job classification, provided further that the employee is on paid status at least 50 percent of the normal full-time pay period for the job classification. For Part-time employees who choose the PPO/Indemnity plan, the County will contribute 90% of the total biweekly premium of the lowest cost HMO plan, prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50 percent of the normal full-time biweekly pay period for the classification. If an employee is not on paid status at least 50% of the normal full-time pay period

for the job classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

2. **Duplicative Coverage:** This applies to married County employees and employees in domestic partnerships who are both employed by the County. The intent of this Section limits County employees who are married or in a domestic partnership from both covering each other within the same health plan. Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one choice from the following list of health plan coverages:
 - a. Up to one full family Indemnity/PPO membership.
 - b. Up to one full family HMO membership.
 - c. Up to one full family Indemnity PPO membership with up to one full family Indemnity PPO spousal membership. Effective February 1, 2010, there will no longer be a PPO spousal Plan.
 - d. Up to one full Family HMO membership with up to one full family Indemnity/PPO membership (excluding spousal).
 - e. Up to one full family HMO membership with up to one full family alternative HMO membership.

3. **Effect of Authorized Leave Without Pay on Health Plan Coverage:** Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three 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 authorized leave within thirty calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the plan year in which they reinstate.

Employees can elect to continue uninterrupted coverage for the duration of their authorized leave of absence without pay by electing to pay for coverage. In the event that an employee elects to pay for a lower level of coverage while on leave, said employee will have that same lower level of coverage when they return to work. Said employee can only restore his/her prior level of coverage during open enrollment.

4. **30-Day Re-Enrollment:** For employees who are enrolled in the Blue Cross Spousal Plan, an employee whose spouse's or domestic partner's health plan coverage is no longer available, may, within thirty calendar days of such loss of coverage, enroll in one of the County's Blue Cross Health Plans.

5. Represented employees laid off as a result of a reduction in force will be entitled to one month of County-paid health coverage equal to the health coverage the month prior to layoff.

B. DENTAL PLAN OPTIONS.

1. **Dental Plan Coverage for Full-time Employees:**
 - a. The County shall contribute the full cost of the provider's charge for a dental plan for full-time employees, domestic partners and their eligible dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Should an employee fail to have been on paid status at least 40 hours in any biweekly pay period they will be responsible for payment of the biweekly premium for the dental benefit. Eligible full-time employees may elect any

one of the following dental plan options. This contribution shall apply to the dental plan options listed below.

These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer regarding a substitute benefit, but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes. The maximum annual benefit paid for by the County for each covered individual is \$1450.

- (1) An indemnity/PPO dental plan
- (2) A pre-paid, closed panel dental plan
- (3) A supplemental spousal indemnity/PPO plan option
- (4) Married County employees and employees in domestic partnerships who are both employed by the County, shall be entitled to one choice from the following list of dental plan coverages:
 - (a) Up to one full family indemnity/PPO plan together with up to one supplemental Spousal plan.
 - (b) Up to one full family indemnity/PPO plan together with up to one full family pre-paid closed panel dental plan.
 - (c) Up to one full prepaid closed panel dental.
 - (d) Up to one full family indemnity/PPO County plan.

2. **Dental Plan Premium Payment on Final Paycheck Before Authorized Leave Without Pay or Employee Separation:** The County shall make a dental plan premium payment on a final paycheck before an authorized leave without pay or an employee separation, provided that an employee is on paid status at least one-half of the scheduled hours for the employee's classification in the employee's last biweekly pay period. Therefore, an employee working in a classification normally subject to an 80-hour biweekly pay period must have been in paid status at least 40 hours in the last biweekly pay period.

3. **Effect of Authorized Leave Without Pay:** Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of seven pay periods or less, and who return to work on paid status of at least 40 hours per pay period shall retain dental plan eligibility as further provided:
 - a. Full-time employees who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of seven pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. The effective date of coverage will be based on guidelines established by the County.
 - b. Those whose dental plan coverage lapsed for a duration greater than seven pay periods will be re-enrolled in the same manner as is allowed for new hires with

respect to the application of deductibles, maximums, and waiting periods. The effective date of coverage will be based on guidelines established by the County.

4. **30-Day Re-Enrollment:** For employees who are enrolled in the Spousal Plan, an employee whose spouse's or domestic partner's dental plan coverage is no longer available, may, within thirty calendar days of such loss of coverage, enroll in a County indemnity plan as a new member.
5. **Open Enrollment:** Eligible employees may choose from among these options during Open Enrollment period in the Fall of 1998 and annually thereafter. Premiums of all County dental options will be paid according to dependent status (single, two-party, or family).

C. CHANGES IN HEALTH AND DENTAL COVERAGE. The County and Association agree that this Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss and mutually agree upon possible changes related to the health and dental plans, benefits, and contribution rates for dental and health coverage.

D. VISION REIMBURSEMENT PLAN. Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six months of continuous employment working at least 50% time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only, up to a maximum reimbursement of \$200.00 in the twenty-four month period ending November 16, 2002, and each twenty-four month period of even numbered years.

Reimbursement will be made subject to applicable Auditor's Office procedures and requirements.

E. ORTHODONTIC COVERAGE. An orthodontics policy is available for the employee and their dependents. Premiums shall be paid by all employees through payroll deductions. Premium payments shall be established through agreement with the orthodontic coverage provider. This policy is subject to premium costs, eligibility requirements, age limitations, coverage exclusions and all other provisions set forth in the applicable insurer contracts.

SECTION 12. LIFE INSURANCE

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

SECTION 13. EDUCATIONAL AND CAREER INCENTIVE PLANS

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

SECTION 14. CALL-BACK PAY

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

SECTION 15. EXPLOSIVE ORDNANCE DISPOSAL TEAM

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

SECTION 16. MEALS

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

SECTION 17. AFFIRMATIVE ACTION

Both the County and the Association hereby recognize and confirm their mutual commitment to the philosophies and policies set forth in the Affirmative Action Program of the County of Alameda.

SECTION 18. COURT APPEARANCES/TESTIMONY

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

- A. Any employee required to appear or testify in person as defined in this Section on a day which is the employee's regularly scheduled day off, shall be guaranteed a minimum of four (4) hours compensation at the premium overtime rate. Any employee required to testify via telephone shall be guaranteed a minimum of two (2) hours compensation at the premium overtime rate.
- B. Any employee required to appear or testify as defined in this Section on a day which is the employee's regularly scheduled work day, shall be compensated as follows:
 1. Any employee assigned to the midnight shift, and any employee assigned to the swing shift whose court appearance is greater than 4 hours prior to the beginning of their scheduled shift, shall be guaranteed a minimum of four (4) hours compensation at the premium overtime rate. Any employee required to testify via telephone shall be guaranteed a minimum of two (2) hours compensation at the premium overtime rate.
 2. Any employee assigned to the day shift, or any employee assigned to the swing shift whose court appearance is less than four (4) hours prior to the start of or after the end of their shift shall be compensated at premium pay for only those hours the employee is required to appear or testify in court prior to the beginning of or after the end of their scheduled work hours. Any employee required to testify via telephone shall be guaranteed a minimum of two (2) hours compensation at the premium overtime rate.

SECTION 19. STANDBY PAY

Unless otherwise provided in the Salary Ordinance, employees who are required to perform standby duty shall be compensated at the rate of one-eighth pay for such duty.

SECTION 20. ADDITIONAL COMPENSATION

A. FOR TEMPORARY ASSIGNMENT TO A HIGHER LEVEL POSITION.

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

B. BILINGUAL PAY.

1. **Positions Designated Bilingual:** Upon the recommendation of the Sheriff and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$35.00 per biweekly pay period.

Effective March 7, 2010, the aforementioned rate shall be \$40.00 per biweekly pay period.

2. **Bilingual Pay for Services Requested:** An employee who has taken and passed a bilingual proficiency test coordinated by the County Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated an additional \$35.00 in any pay period in which the individual is directed by the Sheriff to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an individual's bilingual competency shall not be subject to the grievance procedure.

Effective March 7, 2010, the aforementioned rate shall be \$40.00 per biweekly pay period.

- C. FIELD TRAINING OFFICER ASSIGNMENT.** An employee occupying a position under Item 8604 and designated as a Field Training Officer or a Jail Training Officer, shall receive a 5% footnote per pay period over their regular rate of pay. An employee occupying a position under Item 8617 and designated as a Supervisor Field Training Officer or a Supervisor Jail Training Officer, shall receive a 5% footnote per pay period over their regular rate of pay.

- D. CANINE UNIT ASSIGNMENT.** An employee occupying a position under Job Code 8604 and assigned to the Canine Unit, shall receive a minimum 3.5 hours overtime (5.25 straight time hours) per pay period, and additional overtime with supervisory approval, over their regular rate of pay for care of their dog beyond normal working hours. An employee occupying a position under job code 8617 and assigned to supervise the Canine Unit, shall receive a 5% footnote per pay period over their regular rate of pay.

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

SECTION 21. NOTICE OF LAYOFFS

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

SECTION 22. LEAVES OF ABSENCE

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

- B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to a person accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- C. MILITARY LEAVE.** Every employee shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of his/her military orders which specify the dates and duration of such leave.

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

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in Subsection A. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for time he/she would not have been scheduled to work during said military leave.

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

- D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Sheriff may grant an employee a leave of absence without pay from his/her position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of, a military leave of absence.
- E. EDUCATIONAL LEAVE.** A leave of absence without pay may be granted by the Sheriff upon the request of the employee seeking such leave for the purpose of education, but no one such leave of absence shall exceed a period of one year.
- F. LEAVE WHEN LENT TO OTHER GOVERNMENTAL AGENCY OR GOVERNMENTAL INSTITUTION.** A leave of absence without pay may be granted by the Sheriff to any employee who is lent to another governmental jurisdiction, to an agency engaged in a survey of government practices, or to an educational institution, but no one such leave of absence shall exceed a period of one year.
- G. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO THE UNCLASSIFIED SERVICE.** A leave of absence without pay may be granted to an employee to permit such person to accept employment for an indefinite period in the unclassified Civil Service of the County or in a position outside the County service, the salary of which is paid in whole or in part by the County. Upon termination of such employment, such person shall revert to the position from which said leave of absence was granted and, in the event such position has been filled by another person, the reduction in force procedures set forth in the Civil Service Commission Rules shall apply.

- H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which he/she has tenure until he/she obtains tenure to such other position, or his/her appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.
- I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which he/she has tenure, by the Sheriff, for the duration of said employee's assignment to the special project.
- J. DISABILITY LEAVE FOR OTHER EMPLOYMENT.** Anything in this Agreement to the contrary notwithstanding, any person who, because of sickness or injury, is incapable of performing his/her work or duties in the service of the County but who is nevertheless capable of performing other work or duties outside the service of the County may, within the discretion of the Sheriff, be granted sick leave of absence without pay during such disability to accept such employment.
- K. DEATH IN IMMEDIATE FAMILY.** A regular scheduled employee may be granted up to five days of leave of absence with pay by the Sheriff because of death in the immediate family. For purposes of this Section, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner (upon submission of an affidavit as defined in the Appendix C), son, stepson, daughter, stepdaughter, grandparent, grandchild, brother, sister, foster parent, foster child, mother-in-law, father-in-law or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother-in-law, or sister-in-law.

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

For employees assigned to a biweekly work schedule defined in subsection 7.K., the hours charged against a leave of absence under this subsection 22.K. shall be as provided in subsections 7.K.3. and 7.K.4.

- L. PREGNANCY & CHILD BONDING LEAVE.** An employee is entitled to receive a pregnancy and child bonding leave of up to six months. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 24.F. during the period of pregnancy and child bonding leave. Sick leave must be applied when the employee is medically incapacitated. An employee may elect to take accrued vacation or compensating time off, when eligible, during the period of pregnancy and child bonding leave. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law.

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

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

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

- M. CHILD BONDING LEAVE.** A prospective father, spouse, domestic partner or adoptive parent is entitled to child bonding leave of up to six (6) months, within one year of the qualifying event. Child bonding leave runs concurrently with FMLA and CFRA. The scheduling of child bonding leave (either on FMLA or CFRA) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Agency/Department Head as allowed by law

An employee may elect to take accrued vacation or compensating time off during the period of child bonding leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave. The use of sick leave during child bonding leave shall not be permitted unless the employee is otherwise eligible to use it as provided in Section 24.K.1. Reinstatement subsequent to child bonding leave of absence shall be to the same classification from which leave was taken and the Sheriff shall make his/her best effort to return such employee to the same geographical location, shift, and where there is a specialization within a classification, to the same specialization. Questions as to whether or not the Sheriff has made his best effort herein, shall not be subject to the grievance procedure.

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

SECTION 23. VACATION LEAVE

A. VACATION ACCRUAL.

1. Employees who become employed on or after July 3, 1994 shall accrue vacation leave as follows:
 - a. **Two Weeks Accrual** — 3.077 hours for each biweekly pay period on paid status until completion of 156 biweekly pay periods of continuous employment up to a maximum accrual of 160 hours.
 - b. **Three Weeks Accrual** — 4.615 hours for each biweekly pay period on paid status after completion of 156 biweekly pay periods of continuous employment and until completion of 390 biweekly pay periods of continuous employment up to a maximum accrual of 240 hours.
 - c. **Four Weeks Accrual** — 6.154 hours for each biweekly pay period on paid status after completion of 390 biweekly pay periods of continuous employment and until completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 320 hours.
 - d. **Five Weeks Accrual** — 7.692 hours for each biweekly pay period on paid status after completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 400 hours.

Effective March 21, 2010, employees who have been continuously employed on or after July 3, 1994 shall accrue vacation leave as follows:

- a. **Two Weeks Accrual** — 3.077 hours for each biweekly pay period on paid status until completion of 104 biweekly pay periods of continuous employment up to a maximum accrual of 160 hours.
 - b. **Three Weeks Accrual** — 4.615 hours for each biweekly pay period on paid status after completion of 104 biweekly pay periods of continuous employment and until completion of 286 biweekly pay periods of continuous employment up to a maximum accrual of 240 hours.
 - c. **Four Weeks Accrual** — 6.154 hours for each biweekly pay period on paid status after completion of 286 biweekly pay periods of continuous employment and until completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 320 hours.
 - d. **Five Weeks Accrual** — 7.692 hours for each biweekly pay period on paid status after completion of 520 biweekly pay periods of continuous employment up to a maximum accrual of 400 hours.
2. Effective July 3, 1994, employees who have been continuously employed since a date preceding July 3, 1994 shall accrue vacation leave as follows:
- a. **Two Weeks Accrual** — 3.077 hours for each biweekly pay period on paid status until completion of 104 biweekly pay periods of continuous employment.
 - b. **Three Weeks Accrual** — 4.615 hours for each biweekly pay period on paid status after completion of 104 biweekly pay periods of continuous employment and until completion of 286 biweekly pay periods of continuous employment.
 - c. **Four Weeks Accrual** — 6.154 hours for each biweekly pay period on paid status after completion of 286 biweekly pay periods of continuous employment and until completion of 520 biweekly pay periods of continuous employment.
 - d. **Five Weeks Accrual** — 7.692 hours for each biweekly pay period on paid status after completion of 520 biweekly pay periods of continuous employment.
3. **Employee Entry Into Bargaining Units Covered By This MOU:** This subsection applies to those hired as employees of Alameda County on or after January 10, 2010 who enter a bargaining unit covered by this Agreement and come from a County representation unit where the vacation accrual limits are not subject to provisions equivalent to those in Subsections 23.A.1 above. Notwithstanding the above, upon entry into this bargaining unit, for those that have a vacation balance in excess of the two times accrual rate, he/she shall have his/her vacation balance reduced and subject to the maximum balance as provided in Subsection 23.A.1 by the pay period containing January 1 of the year following his/her appointment into the bargaining unit. The vacation leave balance of any employee which exceeds the maximum balance allowable will be adjusted downward to the maximum balance provided in Subsection 23.A.1 (by placing the excess vacation in a departmental catastrophic sick leave pool) and the county will thereafter have no obligation with respect to the vacation leave affected by the adjustment. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by such employees which state

that the purpose of such request is to reduce accrued vacation leave balances to the level which can be paid for in cash upon termination or to avoid a downward adjustment.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

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

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

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

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

3. An employee who accrues vacation leave under section 23.A.2 who has received pay pursuant to Labor Code section 4850 for a period of at least 6 months during the 18 months which precede the date of his/her retirement or other termination shall be entitled to cash payment of untaken vacation leave accrued as of the commencement of such section 4850 pay, within the limitations provided above, plus the amount of vacation accrued from and after the date such section 4850 commences.

- C. VACATION SELLBACK.** A Deputy Sheriff or Sergeant may receive the equivalent cash payment of up to 80 hours per fiscal year. Vacation sellback may be received in a minimum of eight (8) hour increments per pay period up to the maximum of 80 hours. This benefit shall be prorated for part-time employees in the normal work week for which the employee is normally scheduled to work. In lieu of, or in addition to the foregoing, an employee may have accrued vacation leave credited against his/her transition pay obligation to the County. Requests for vacation sellback are irrevocable.

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

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

- F. DEFINITIONS.** For the purpose of this Section, "working day" shall mean any day upon which an employee would normally be required to work. For employees assigned to the alternate biweekly work schedule defined in subsection 7.K., "working day" shall mean any day upon which an employee would normally be required to work except that for purposes of defining paid leave, the hours shall be as provided in subsections 7.K.3. and 7.K.4.
- G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE.** Absence on authorized leave with or without pay, and time during which a person is laid off because his/her services are not needed, and time during which a person is temporarily not employed by the County, if followed by reemployment within three years, shall not be considered as an interruption of continuous service for the purpose of this Section, but the period of time such employee is absent on authorized leave without pay or so laid off or so temporarily not employed shall not be counted in computing such year of continuous employment for the purpose of this Section, provided, further, that, for purposes of qualifying for twenty working days' vacation leave, where a person has been employed by the County without interruption for the past ten years, all service of such employee shall be deemed to have been continuous.
- H. WHEN VACATION MAY BE TAKEN.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the vacation leave.

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

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

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

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

- J. RATE OF VACATION PAY.** Compensation during vacation shall be at the rate of compensation as set forth for each classification in Appendix "A" which such person would have been entitled to receive, including premium pay, while in active service during such vacation period.
- K. RESTORATION OF CUMULATIVE VACATION BALANCES.** An employee who was employed less than six months in County service and who is laid off due to a reduction in force, within three years of the date of layoff and who is returned to County service from layoff status shall have the balance of unused cumulative vacation leave accrued pursuant to Section 23 A. (Vacation Accrual) restored to him/her for use as provided in this Section.
- L. VACATION TRANSFER.** Married couples or domestic partners, employed by the County, may elect to transfer up to five days of their accrued vacation leave balances to their spouse or domestic partner (Ref. Appendix C.) per each event of maternity, paternity and adoption.
- M. VACATION PURCHASE PLAN.** Full-time employees in Alameda County Deputy Sheriffs' Association may elect to purchase one or two additional week of vacation subject to approval by the Sheriff over and above their regular entitlement as set forth in paragraph A hereof. The additional week if approved by the Sheriff may be purchased in the following manner:

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

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

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

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

Effective for vacation purchased for the 2011 Plan Year and for every year thereafter, only those full-time employees accruing vacation at the two-week per year rate may elect to purchase one 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 week of vacation under the Vacation Purchase Plan during Open Enrollment. On the first pay period of the calendar year, the employee's 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 Sheriff or his/her representative. Employees will pay for the vacation purchased in equal installments during the calendar year.

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

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

SECTION 24. SICK LEAVE

- A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury other than an industrial illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee.
- B. SICK LEAVE NOTIFICATION BY EMPLOYEE.** An employee who will be on sick leave shall provide the following minimum time notice to a supervisor at his/her duty station, except in extreme unforeseen circumstances: at all 24 hour duty stations, a one-hour notice; at all other duty stations, sick leave notice to be provided within the first-half hour of the scheduled shift.
- C. EMPLOYEE DEFINED.** As used in this Section, "employee" means any person holding a regular, provisional, or temporary appointment in the County service and working full time, and otherwise subject to the provisions of this Memorandum.
- D. SHERIFF DEFINED.** "Sheriff," as used in this Memorandum of Understanding, shall mean the Sheriff or designee of the Sheriff.
- E. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** If an employee is incapacitated by sickness or injury received in the course of his/her employment, he/she shall be entitled to the benefits provided for him/her by the California Labor Code Section 4850, et seq. in lieu of sick leave.

1. Notwithstanding Section 24.A, safety members who are subject to the provisions of California Labor Code 4850 and who have filed an application for a service connected disability retirement with Alameda County's Employee Retirement Association, shall be eligible to utilize their sick leave balance to qualify for the Advanced Disability Pension payments as provided in the California Labor Code 4850.4.
 2. Notwithstanding Section 24.A, safety members who are subject to the provisions of California Labor Code 4850 and who have not filed an application for service retirement with Alameda County's Employee Retirement Association, may, subsequent to exhaustion of 4850 pay benefits, use a maximum of 240 hours and, at the sole discretion of the Sheriff, up to an additional 160 hours (up to 400 hours total) of sick leave in order to remain in a pay status.
- F. CUMULATIVE SICK LEAVE PLAN.** Each employee shall accumulate sick leave with pay entitlement at the rate of 4 hours for each full biweekly pay period on paid status up to a maximum accumulation of 1,240 hours (equivalent to 155 - 8 hour work days) of unused sick leave with pay entitlement. The Sheriff shall grant to such an employee, incapacitated by injuries or sickness, sick leave with pay, but not in excess of his/her accumulated unused sick leave with pay entitlement.
- G. CONVERSION OF SICK LEAVE TO IN-LIEU TIME.** When an employee's sick leave balance accrued pursuant to subsection 24.F. (Cumulative Sick Leave) hereof reaches 1,240 hours, 40 hours shall be deducted from said sick leave balance and shall be converted to 8 hours of in lieu time.
- H. SICK LEAVE CREDIT AT RETIREMENT.** County employees who are members of the Alameda County Employee's Retirement System and who retire, shall be credited for 50 percent of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of 62.5 days.
- I. DISCRETIONARY MAJOR MEDICAL SUPPLEMENTAL SICK LEAVE.** The Sheriff, in his sole discretion, may grant to an employee discretionary major medical, supplemental paid sick leave. The Sheriff's determination to deny major medical supplemental sick leave shall be final and non-grievable.
1. **Eligibility:** To be eligible for major medical supplemental sick leave, an employee must have been continuously employed from a date prior to July 1, 1975 through September 2, 1979.
 2. **Limits:** A maximum aggregate lifetime eligibility of 176 hours for those eligible employees who, as of June 25, 1979, had completed 26 pay periods and less than 130 pay periods. In the case of such an employee who, as of June 25, 1979, had completed 130 pay periods of continuous employment, the maximum aggregate lifetime eligibility for major medical supplemental paid sick leave shall be 352 hours.
 3. **Criteria Which Must be Met Before Granting Major Medical Supplemental Paid Sick Leave:** Major medical supplemental paid sick leave may be granted only in those instances in which:
 - a. the employee exhausted paid cumulative sick leave entitlement accrued pursuant to Section 24.F. hereof, including sick leave bonuses,
 - b. the employee's absence is caused by a serious injury or illness requiring prolonged absence from work,
 - c. the injury or illness was not incurred in the course of employment, AND
 - d. the employee has not incurred a break in service subsequent to June 24, 1979.

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

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

- K. FAMILY SICK LEAVE.** Leave of absence with pay shall be granted by the Sheriff to care for family members who are ill or injured, including emergency or routine medical/dental appointments. Effective January 1, 2010, employees are eligible to use, in each calendar year, nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured. For the purpose of this subsection, "immediate family" means mother, stepmother, father, stepfather, husband, wife, domestic partner or child of a domestic partner (upon submission of an affidavit as defined in Appendix C or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State), son, stepson, daughter, stepdaughter, foster parent, foster child, mother-in-law, father-in-law or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister, brother-in-law, sister-in-law, and grandparents.
- L. SICK LEAVE DAYS OR FRACTIONS OF DAYS.** Paid leave may be granted up to a maximum of 80 hours in a pay period only for those days or fractions thereof on which an employee would have been regularly scheduled to work and would have worked but for the sick leave.
- M. CASH PAYMENT ON RETIREMENT.** Upon retirement from County service under the County's retirement plan or upon death while in active service, an employee shall be entitled to a lump sum payment calculated at the biweekly or hourly rate in effect on the last day of County service for each classification as set forth in Appendix "A", times 20% of the employee's unused accrued sick leave, as of the date of retirement, up to and for purposes of this payoff, a maximum of 1000 hours (125 – 8 hour work days).

SECTION 25. WAGES

- A** There shall be no salary increases during the first three years of this Memorandum of Understanding.
- B.** For the MOU contractual years of March 2012 to March 2013, March 2013 to March 2014, and March 2014 to March 2015, the salaries for all represented classes shall be increased as follows:
1. Effective July 8, 2012, salaries shall be increased to one-half the median salary as determined by the Deputy Sheriff Salary Survey in effect as of July 15 2012. The maximum total increase shall be 5% and, further, the increase as determined by the salary survey up to the 5% maximum shall be distributed in two equal increments effective July 8, 2012 and January 6, 2013. Should the increase as determined by the salary survey be 3% or less, the total increase shall be effective on July 8, 2012.
 2. Effective July 7, 2013, salaries shall be increased to one-half the median salary as determined by the Deputy Sheriff Salary Survey in effect as of July 15 2013. The maximum total increase shall be 5% and, further, the increase as determined by the salary survey up to the 5% maximum shall be distributed in two equal increments effective July 7, 2013 and January 5, 2014. Should

the increase as determined by the salary survey be 3% or less, the total increase shall be effective July 7, 2013.

3. Effective July 6, 2014, salaries shall be increased to the median salary as determined by the Deputy Sheriff Salary Survey in effect as of July 15, 2014. Should the salary increase exceed 3%, the increase shall be distributed in two equal increments effective July 6, 2014 and January 4, 2015. Should the increase as determined by the salary survey be 3% or less, the total increase shall be effective July 6, 2014.

Since the annual increases will be determined on July 15 of each year, July increases specified in 1, 2, and 3 above, although effective the first full pay period of July each year, will be implemented as soon as adopted by the Board.

SECTION 26. GRIEVANCES

- A. DEFINITION.** A grievance under this Memorandum of Understanding is limited to only those instances where an employee or group of employees or the Association alleges in writing that the County has failed to provide a condition of employment specifically set forth in this Memorandum of Understanding, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, provided that the enjoyment of such right is not made subject to the discretion of the Sheriff or the County; and, provided further, that the condition of employment which is the subject matter of the grievance, is a matter within the scope of representation as defined in California Government Code Section 3504.
- B. EXCLUSION OF CIVIL SERVICE MATTERS.** The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.
- C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
 1. **Step One:** An employee having a grievance shall first informally discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
 2. **Step Two:** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of subsection 26.C. and may thereafter file a grievance in writing with his immediate supervisor within seven working days of the date of such informal discussion. Within seven working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven working days after receipt of the answer within which to file an appeal with the commanding officer.
 3. **Step Three:** The section commanding officer shall have seven working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or his/her representative shall have seven working days from receipt of the answer within which to file an appeal with the division commander.

4. **Step Four:** The division commander shall have seven working days in which to review and answer the grievance in writing. Although no hearing is required at this step, the employee and his/her representative may be present at and participate in any such hearing as the division commander may conduct. If the grievance is not resolved at this level, the employee shall have seven working days from receipt of the answer within which to file an appeal with the Sheriff.
5. **Step Five:** The Sheriff shall have seven working days in which to review, hold hearings and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his representative and the Sheriff, a hearing is required at this step, and the employee and his/her representative, shall have the right to be present at and participate in such hearing. The time limit at this step may be extended by mutual agreement between the Sheriff and the employee or his/her representative.

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

- D. **BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the fifth step, the grievant or his/her representative may, within thirty days after receipt of the decision of the Sheriff made pursuant to subsection 26.C.5. request that the grievance be heard by an arbitrator.
- E. **INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have ten working days in which to review and seek adjustment of the grievance.
- F. **SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or his/her representative. If the Director of Human Resource Services and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five qualified arbitrators. The Director of Human Resource Services and the employee or his/her representative shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator.
- G. **DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall not have the power to amend this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/department rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this Memorandum of Understanding, a Resolution of the Board of Supervisors, the Charter, Salary Ordinance, or any State statute or regulation unlawful or unenforceable.
- H. **PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half by the County and one-half by the grievant.

- I. EFFECT OF FAILURE OF TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure by the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.
- J. LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within sixty calendar days after the date upon which the County has allegedly failed to provide a condition of employment or an Association organizational right. This 60 day filing requirement is tolled only on the following applications:
1. To up to 60 days after the County's alleged failure was reasonably discoverable.
 2. Up to 60 days after when the grievant may reasonably claim he or she delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to his/her detriment.

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

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

Notwithstanding subsection J. above, in no event shall any grievance include a claim for monetary relief or damages for more than any 60 day period. The application of this period shall be as follows. The earlier of:

1. The 60 day period is limited to that which immediately precedes the filing of the grievance, or,
2. The 60 day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in Section J, 1 and 2 above.

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

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

- L. DESIGNATION OF APPEAL LEVELS.** The Sheriff shall designate in writing the positions or levels in the department to which the various appeals provided in subsection 26.C. hereof shall be made.
- M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For the purposes of this Section, the provisions of Section 1. of this Agreement shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in Section 7-2.06. of the Alameda County Administrative Code, which is not a party to this Agreement, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, the Association shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.
- N. GRIEVANCE RIGHTS OF FORMER EMPLOYEES.** A person who because of dismissal, resignation, or layoff is no longer a County employee may file and pursue a grievance at the department head level and may also pursue such grievance through the remaining levels of the grievance procedure, including binding arbitration, provided that the grievance is timely filed as provided in subsections

26.I. and 26.J. hereof, that the grievance is filed no later than 30 calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this Section; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary, or fringe benefits taken in the form of cash owed to such person.

SECTION 27. EFFECT OF LEGALLY MANDATED CHANGES

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

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

SECTION 28. MILEAGE

- A. MILEAGE RATES PAYABLE.** The mileage reimbursement rate to be paid to employees covered by this Memorandum shall be the rate paid to members of all other employee organizations.
- B. MINIMUM ALLOWANCE.** An employee who is required by the Sheriff to use his/her private automobile at least eight days in any month on County business shall not receive less than \$10 in that month for the use of his/her automobile.
- C. REIMBURSEMENT FOR PROPERTY DAMAGE.** In the event that an employee, required or authorized by the Sheriff to use a private automobile on County business, while so using the automobile, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the County, in a sum not exceeding \$250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage. Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Sheriff within 30 days of such loss, damage or theft. Property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's normal place of work shall not be compensated under this Section, but property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 29. CATASTROPHIC SICK LEAVE PROGRAM

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

Eligibility:

1. The recipient, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Department of Human Resource Services.
2. The recipient employee is not eligible so long as she/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of 8 hours for full-time employees, and in increments of four hours for less than full-time employees. Employees may donate unlimited amounts of time. All donations are irrevocable. In addition, effective two pay periods following the adoption of the Memorandum of Understanding, employees hired prior to July 3, 1994 with vacation balances that exceed the amount that can be paid off pursuant to Section 23.B.2. of the Memorandum of Understanding, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.
6. 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.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donations shall be at the County's sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 30. NO STRIKE - NO LOCKOUT

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

SECTION 31. SAVINGS CLAUSE

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

SECTION 32. ENACTMENT

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

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

SECTION 33. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including March 14, 2015.


Signed and entered into this 8th day of January, 2010.


FOR COUNTY OF ALAMEDA


FOR DEPUTY SHERIFFS' ASSOCIATION OF ALAMEDA COUNTY



 President



 Vice President

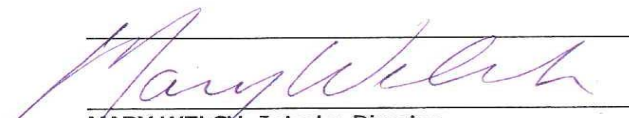

Richard T. Lucia, d/s


Raymond A. [unclear]


James L. Barge, A/S


Trinity O'Connell


Cynthia Baron



MARY WELCH, Interim Director
Human Resource Services

Approved as to Form:
RICHARD E. WINNIE, County Counsel




David A. Farn, J.P.A.

LABOR CONSULTANT
MASTACANI LAW

APPENDIX A

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

ITEM	TITLE	EFFECT	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	FL
8601	Deputy Sheriff's Recruit							
		07/13/2008					2337.60	C
8602	Deputy Sheriff I							
		07/13/2008			2534.40	2656.80	2788.80	C
8604	Deputy Sheriff II							
		07/13/2008	2950.40	3113.60	3252.80	3422.40	3583.20	M
8617	Sergeant							
		07/13/2008			3882.40	4076.80	4276.80	E

9.0 percent of the salary shown for each classification represents a salary supplement in lieu of payment by the County of the employee's contribution to the retirement system.

APPENDIX B

ALAMEDA COUNTY SHERIFF'S DEPARTMENT

Training Incentive Award Program

I. DEFINITION AND PURPOSE

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

II. ELIGIBILITY

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

III. REQUIREMENTS

- A. The period of appointment shall be for one year, beginning the first pay period of fiscal year and ending with the last pay period of the fiscal year, and the period of appointment for the succeeding fiscal year shall be first pay period of the succeeding fiscal year and ending with last pay period of the fiscal year notwithstanding any expiration of the Memorandum of Understanding. Candidates who fail to complete training requirements during one fiscal year's period will not be eligible for the program until the following fiscal year's period.
- B. Classes that will be approved shall be those classes which are required in order to receive a college degree, those classes in a college justice program, those classes in the behavioral sciences. Candidates may take courses in accredited public or private schools, colleges, or

universities which are undertaken for the purpose of improving their efficiency, knowledge or competency in the performance of their duties.

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

IV. INCENTIVE

- A. Candidates possessing an INTERMEDIATE P.O.S.T. CERTIFICATE are entitled to receive 2.5% of base salary.
- B. Candidates possessing an ADVANCED P.O.S.T. CERTIFICATE are entitled to receive 6% of base salary.
- C. Employees who successfully complete 3 quarter units, or the equivalent or have possession of a Master of Arts or Master of Science degree from an accredited college or university or who successfully complete the physical fitness program (Sect. IV D.) during the previous fiscal year shall be entitled to receive 2.5 % of base salary for each biweekly pay period on paid status.

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

D. **Voluntary Physical Fitness Program**

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

Effective July 1, 2010, 100 employees in the classifications of Sergeant and Deputy Sheriff II shall be eligible on a first come, first serve voluntary basis to participate in an In-Service Physical Fitness Program.

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

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

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

APPENDIX C

DOMESTIC PARTNERS

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

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

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

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

APPENDIX D

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.

3.48.070 Informal and formal procedures. (Cont'd.)

B. Resolving Formal Complaints.

1. **Departmental Review.** If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to Director of Human Resource Services.

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

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

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

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

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

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**SIDELETTER OF AGREEMENT
BETWEEN
THE DEPUTY SHERIFFS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA

CAFETERIA PLAN**

Effective March 7, 2010, each Deputy Sheriffs' Association represented full time employee is eligible for a cafeteria benefit plan in the amount of \$300 for the 2010 plan calendar year and an additional \$300 for a total annual amount of \$600 in calendar year 2011. For years 2012, 2013, 2014, and 2015 the annual total amount shall be \$600 per plan year. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked during the remainder of the calendar year, except that employees appointed during the two last 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 maximum sum available to employee who reinstates shall not exceed \$300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year. This amount will be used to offset approved benefits cost. Any unused amount will be allocated to the Health Flexible Spending account.

An employee may, through payroll deduction, contribute to his/her cafeteria benefit plan in order to pay for plan benefits with pre-tax salary. The maximum employee contribution for each year of the Memorandum of Understanding shall be \$3000. Prior to January 1 of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate from their salary, on a pre-tax basis, an amount to the Health Flexible Spending Account. Except, as govern by the Cafeteria Plan Document, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including the pre-tax salary amount are County funds.

Health Flexible Spending Account. Payments may be made for qualifying medical care expenses within the meaning of Code Section 213(d) of the Internal Revenue Code (i.e., out-of-pocket medically necessary, medical, dental and vision care expenses, including deductibles, co-insurance payments, services and over-the-counter drugs (OTC)), provided that such expenses incurred during a period of coverage and paid for by the employee and eligible family members and are not reimbursed or paid under the employee's medical and dental plans or any other applicable personal or group health and dental plan.

DEPENDENT CARE

Subject to the applicable provisions of the Internal Revenue Code, employees covered by this Memorandum of Understanding are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care.

1/08/10BAM

Reimbursements are made solely on a monthly basis subject to submission of itemized statements, proof of payment, adequate accumulation of salary contributions and all applicable County Administrative procedures. Any sums remaining unspent at the end of the year are County funds

For the County:

[Signature]
[Signature]
[Signature]
[Signature]
JAMES L. BAILEY, A/S

For the Deputy Sheriff's Association:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

DATE: 1/8/2010
2009

SIDELETTER OF AGREEMENT
BETWEEN
THE DEPUTY SHERIFFS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA

VISION PLAN

It is the intent of the County of Alameda, during the term of this Memorandum of Understanding, to explore alternative vision care plan providers with the goal of replacing the current vision reimbursement plan. The County agrees to meet and confer with the Association prior to replacing the current vision reimbursement plan with a vision care provider plan.

For the County:

FELTH Fleming
R. T. Ludwigs
[Signature]
[Signature]
[Signature]

For the Deputy Sheriff's Association:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
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[Signature]
[Signature]
[Signature]

DATE: 11/17, 2009

SIDELETTER OF AGREEMENT
BETWEEN
THE DEPUTY SHERIFFS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA

DEPUTY SHERIFF'S SALARY SURVEY

This sideletter of agreement provides that the County of Alameda and the Deputy Sheriffs' Association shall utilize the following jurisdictions for the purpose of conducting salary surveys to determine wages for the final three years of the 2009-2015 Memorandum of Understanding:

CITIES

Alameda
Berkeley
Emeryville
Fremont
Hayward
Livermore
Newark
Oakland
Pleasanton
Union City
San Leandro

COUNTIES

Contra Costa
Marin
San Francisco (Deputy and Senior Deputy)
San Mateo
Santa Clara

For the County:

Keith Fleming
RT Luciani
[Signature]

For the Deputy Sheriff's Association:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

DATE: 11/17, 2009

SIDELETTER OF AGREEMENT
BETWEEN
THE DEPUTY SHERIFFS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA

SERGEANTS WORKING DEPUTY OVERTIME SHIFTS

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

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

For the County:

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JAMES L. BAUER, AS

For the Deputy Sheriff's Association:

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DATE: 1/8 2010
-2009-

SIDELETTER OF AGREEMENT
BETWEEN
THE DEPUTY SHERIFFS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA
SUPPLEMENTAL LIFE INSURANCE

Effective Plan Year 2010, employees covered by this Memorandum of Understanding will be eligible for Voluntary Employee Supplemental life insurance as follows:

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

Voluntary Employee Supplemental Life Insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.

For the County:

J. J. Lallal

[Signature]

[Signature]

R. T. Bucio, Jr.

JAMES L. BAKER, AK

For the Deputy Sheriff's Association:

[Signature]

[Signature]

[Signature]

[Signature]

DATE: *1/8* / *2010*
_____, ~~2009~~

RETIREMENT PLAN MODIFICATION AGREEMENT
BETWEEN
THE DEPUTY SHERIFFS' ASSOCIATION
AND
THE COUNTY OF ALAMEDA

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

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

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

11/17/09BAM

For the County:

Cathy Ramirez
R.T. Luciani
[Signature]
[Signature]

For the Deputy Sheriff's Association:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

DATE: 12 NOV, 2009

ALAMEDA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

The following was action taken by the Board of Supervisors on January 26, 2010

Approved as Recommended Other

Read title, waived reading of ordinance in its entirety and adopted Ordinance O-2010-4

Unanimous Carson Haggerty Miley Steele Lai-Bitker - 5
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) _____
- Ordinance(s) O-2010-4
- Contract(s): _____

File No. 25782
Item No. 19

Special Notes:



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

ATTEST:
Crystal Hishida Graff, Clerk of the Board
Board of Supervisors

By: R. Bailey
Deputy