

2003 - 2009
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S UNIT)
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 Alameda County Management Employees Association (Sheriff's Unit), affiliated with Operating Engineers Local Union No. 3 of the International Union of Operating Engineers, AFL-CIO, hereafter designated as "ACMEA (Sheriff's Unit)," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period January 19, 2003 through January 24, 2009, for those employees working in representation units referred to in Section 1. hereof.

SECTION 1. RECOGNITION

The County recognizes ACMEA (Sheriff's Unit) as the exclusive bargaining representative for all full-time permanent and probationary employees in Bargaining Units 0026 (Lieutenant), 0027 (Captain), 0028 (Division Commander), and 0029 (Non-Sworn "M" Designated Sheriff's Classes) hereinafter designated as employee(s).

SECTION 2. NO DISCRIMINATION

No person in the classified service shall be reduced, or removed, or in any way favored or discriminated against because of age, race, sex, national origin or religion, and to the extent prohibited by law, no person shall be discriminated against because of physical disability.

A. NO DISCRIMINATION ON ACCOUNT OF ASSOCIATION ACTIVITY.

Neither County nor ACMEA (Sheriff's Unit) shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in ACMEA (Sheriff's Unit) activity.

SECTION 3. ASSOCIATION SECURITY

A. NOTICE OF RECOGNIZED ASSOCIATION. When a person is hired into a classification represented by ACMEA (Sheriff's Unit), the County shall notify such person(s) that ACMEA (Sheriff's Unit) is the exclusive recognized bargaining agent for the employees in said representation unit and provide such person(s) with enrollment materials supplied by ACMEA (Sheriff's Unit) for the sole purpose of joining ACMEA (Sheriff's Unit) and effecting payroll dues deductions.

B. NOTICE TO RECOGNIZED ASSOCIATION. The Sheriff shall post within the employee work or rest area at Santa Rita, North County Jail, Work Furlough, Headquarters, Eden Township Substation, Consolidated Criminal Records, Office of Emergency Services, and the Coroner's Bureau, a notice which sets forth the classifications within each representation unit referred to

SECTION 3. (Continued)

in Section 1. hereof and the name and address of ACMEA (Sheriff's Unit). The County shall also give a written notice to ACMEA (Sheriff's Unit) containing the names and addresses of all persons newly employed within the representation unit within thirty calendar days from the beginning of their employment.

C. MAINTENANCE OF MEMBERSHIP. Employees in representation units referred to in Section 1. hereof who are members of ACMEA (Sheriff's Unit) on the date upon which this Memorandum of Understanding is executed or who become members of ACMEA (Sheriff's Unit) during the term of this Memorandum of Understanding shall remain members during the term of this Memorandum of Understanding except that such employees may withdraw during the month of July of any year pursuant to subsection D.

D. REVOCATION OF AUTHORIZATION. Dues deduction shall be made only upon signed authorization from the employee. Any employee desiring to revoke his/her authorization for ACMEA (Sheriff's Unit) dues as provided above shall proceed as follows. Said employee shall, within the periods set forth above, forward a written request to the Auditor-Controller setting forth his/her desire to revoke said authorization. The Auditor-Controller shall promptly forward a copy of said letter to ACMEA (Sheriff's Unit). No authorizations shall be revoked for a period of two biweekly pay periods following transmittal of said letter to ACMEA (Sheriff's Unit). To be considered, a letter shall be received by the Auditor-Controller within the month of July as specified in subsection C.

Failure to timely notify the Auditor-Controller shall be deemed an abandonment of the right to revocation until the next appropriate time period. Initial authorization shall be forwarded from the Sheriff's Office to a place or person designated by the Auditor-Controller and shall be processed through payroll. The effective date of dues deductions for employees shall be the pay period immediately following receipt by the County of the dues deduction authorization. The effective date of any revocation of any existing authorization shall be the end of a biweekly pay period.

E. PAYROLL DEDUCTIONS AND PAYOVER. The County shall deduct ACMEA (Sheriff's Unit) dues from employees' pay in represented classes in conformity with State and County regulations. The County shall promptly pay over to the designated payee all sums so deducted. Employees may authorize dues only for the organization certified as the recognized employee organization of the units to which employees are assigned.

F. HOLD HARMLESS. ACMEA (Sheriff's Unit) shall indemnify and hold the County, Sheriff, and Auditor-Controller harmless from any and all claims, demands, suits, or any other action arising from the maintenance of membership dues deductions, approved ACMEA (Sheriff's Unit) insurance programs, or from complying with any demand for termination hereunder.

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

A. BULLETIN BOARDS. Reasonable space shall be allowed on bulletin boards as specified by the Sheriff for use by ACMEA (Sheriff's Unit) to communicate with departmental employees. Material shall be posted upon the bulletin board space as designated, and not upon the walls, doors, file cabinets or any other place. Posted material shall not be obscene, defamatory or of a partisan political nature, nor shall it pertain to public issues which do not involve the County or its relations with County employees. All posted material

SECTION 4. (Continued)

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

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

- C. MEETINGS.** Meetings of a representative of ACMEA (Sheriff's Unit) and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in Section 23. hereof. The Sheriff may, upon 48 hours prior notice, allow meetings of a representative of ACMEA (Sheriff's Unit) and a group of employees in County facilities and at convenient times and dates. No contacts shall be permitted during working hours with employees regarding membership, collection of monies, election of officers, or other similar internal ACMEA (Sheriff's Unit) business.
- D. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of ACMEA (Sheriff's Unit) shall not be permitted to attend meetings or conferences called by departmental personnel to attend to matters arising out of the normal course of departmental activities, except that this Section shall not be deemed to supersede any other Section of the Memorandum or Government Code Section 3500, et seq.

SECTION 5. EMPLOYEE REPRESENTATIVES OF ASSOCIATION

- A. EMPLOYEE REPRESENTATIVES** of ACMEA (Sheriff's Unit)'s bargaining committee shall be allowed time to absent themselves from duties for a reasonable period without loss of pay, for the purpose of participating in contract negotiations. Employee representatives of ACMEA (Sheriff's Unit) bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this Memorandum of Understanding for review of grievances and contract compliance questions.
- B. LIMITATION OF TIME OFF.** Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general ACMEA (Sheriff's Unit) business.

SECTION 6. HOURS OF WORK AND REST PERIODS

- A. HOURS OF WORK.** Hours of work in the normal workday shall be 8 hours; the normal workweek shall consist of 40 hours for all employees covered by this Memorandum of Understanding.
- B. 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/her 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.
- C. REQUIRED EQUIPMENT.** Employees are expected to be at their individual work stations with required equipment in operable condition at the scheduled shift starting time.
- D. ALTERNATE BIWEEKLY WORK SCHEDULE IN THE DETENTION AND CORRECTIONS DIVISION.** Notwithstanding subsection 6.A of this Memorandum of Understanding, a Lieutenant working in the Detention and Corrections Division of the Sheriff's Office may be assigned to an alternate biweekly work schedule of 84 hours.

SECTION 7. OVERTIME

- A. HOW OVERTIME IS AUTHORIZED.** No employee who is covered by the overtime provisions of the FLSA shall perform overtime work unless such overtime work has been approved by the Sheriff or his/her designee.
- B. OVERTIME WORK DEFINED.** An employee in the classifications of Identification Supervisor, Job Code 1286SM, Emergency Services Dispatch Supervisor, Job Code 1887SM, Recreation Supervisor, Job Code 6833SM, or Supervising Coroners Investigator, Job Code 8505SM, shall receive premium overtime for all work time worked in excess of the normal work week of 40 hours at the rate of one and one-half times the hourly rate either in cash, in compensating time off or a combination thereof, at the discretion of the Sheriff.
- C. RATES DEFINED.** For purposes of this Section, hourly rate shall be defined as follows: for employees working a 40-hour work week, the hourly rate shall be the biweekly rate divided by 80.
- D. FRACTIONS OF LESS THAN ONE TENTH HOUR.** Overtime payments shall be compensated in cash or time off in increments of 1/10th.
- E. OVERTIME COMPENSATION.**
1. Employees who work overtime pursuant to subsection 7.B. above receive overtime compensation in cash, in compensating time off, or a combination thereof, at the option of the Sheriff.

SECTION 7. (Continued)

2. There shall be no overtime payment unless the employee has actually worked at least some portion of time during said workweek (e.g., an employee on paid leave only, during an entire work week, is not entitled to any overtime compensation).

- F. EXEMPT POSITIONS AND WORK SITUATIONS.** The following training 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.

- G. 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 provisions.

- H. WHEN COMPENSATING TIME OFF MAY BE TAKEN OR PAID.** Compensating time off may be accrued to a maximum of 80 hours, and any employee who has accumulated 80 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 80 hours. Notwithstanding the foregoing, an employee may exceed the 80 hour maximum when an emergency or other unusual circumstance may exist and the department has obtained approval of the Director of Human Resource Services to grant compensating time off in excess of 80 hours.

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

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 approximately resulting from such misuse or loss. Misuse of a County car is covered under the Alameda County Administrative Code Section 2-4 and for the purposes of this subsection 8.B., is not defined as equipment.

SECTION 9. UNIFORMS

- A. ALLOWANCE FOR SWORN EMPLOYEES.** Upon completion of 12 continuous months of employment, the County shall pay \$650.00 per annum a uniform allowance to each employed, sworn employee on or about the third week of June 1998.

The uniform allowance paid by the County for the remainder of the term of agreement will be equivalent to that paid to the Deputy Sheriff's Association represented employees. Employees assigned to SRU and EOD shall receive an additional \$100 annual uniform allowance payable on or about the third week of each June to defray the cost of uniforms and equipment required, but not provided by the Department.

SECTION 9. (Continued)

B. ALLOWANCE FOR NON-SWORN EMPLOYEES. Upon completion of 12 continuous months of employment, the County shall pay per annum a uniform allowance to each employed, non-sworn employee on or about the third week of January for the term of the agreement as follows:

1. **Manager, Emergency Services Dispatch.** Effective January 2003, the uniform allowance for Manager, Emergency Services Dispatch shall be \$400 per year.
2. **Emergency Services Dispatch Supervisor.** Effective January 2003, the uniform allowance for Emergency Services Dispatch Supervisor shall be \$400 per year.
3. **Supervising Coroner's Investigator.** Effective January 2003, the uniform allowance for Supervising Coroner's Investigators shall be \$480 per year.
4. **Animal Control Supervisor.** Effective January 2003, the uniform allowance for Animal Control Supervisor shall be \$380 per year.

Effective January 2004, the uniform allowance for the following classes, Manager Emergency Services Dispatch, Emergency Services Dispatch Supervisor, Supervising Coroner's Investigator, and Animal Control Supervisor, will be equivalent to that paid to SEIU represented classifications of Emergency Services Dispatchers, Coroner's Investigators, and Animal Control Aides respectively.

C. TERMINATION AND REINSTATEMENT. Under no circumstances, however, shall an employee, **sworn or non-sworn**, 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.

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

E. 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:

SECTION 10. (Continued)

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 (known as President's Day)

Last Monday in May (known as Memorial Day)

July 4th

First Monday in September (known as 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 HOLIDAY.** Employees in Bargaining Units 0026 (Lieutenant), 0027 (Captain) and 0028 (Division Commander) hired prior to July 1 of each year shall be entitled to four floating holidays, contingent upon adoption no later than April 15, 2003, scheduled by mutual agreement of the employee and the Sheriff, and taken within the calendar year. The first four days (32 hours) of vacation taken during each calendar year shall be charged as the floating holiday. Employees hired after July 1 shall not be entitled to this holiday for the calendar year in which the employee was hired.

Employees in Bargaining Unit 0029 (Non Sworn) hired prior to July 1 of each year shall be entitled to four floating holidays, contingent upon adoption no later than April 15, 2003, scheduled by mutual agreement of the employee and the Sheriff, and taken within the calendar year. The first four days (32 hours) of vacation taken during each calendar year shall be charged as the floating holiday. Employees hired after July 1 shall not be entitled to this holiday for the calendar year in which the employee was hired.

- 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 work week.

- 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

SECTION 10. (Continued)

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. Holidays not worked shall be compensated at straight time.

SECTION 11. HEALTH AND DENTAL PLANS

A. HEALTH PLAN COVERAGE

1. Health Plan Coverage for Full-time Employees

- a. For coverage from January 19, 2003 through the remainder of the term of this Memorandum of Understanding, 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 health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, up to but not exceeding the actual monthly charges established by the Kaiser Health Foundation. 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. The County shall provide the following health plan options:
 - 1) Indemnity Options:
 - (a) PPO
 - (b) PPO Spousal
 - 2) Kaiser.
 - 3) At least one HMO option other than Kaiser.
 - 4) Operating Engineers Health and Welfare Trust

SECTION 11. (Continued)

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 ACMEA (Sheriff's Unit) of such benefit changes. Upon receiving such notice, ACMEA (Sheriff's Unit) may request to meet and confer regarding the effect of such benefit changes.

- c. Effective with the Health Plan year beginning February 1, 2003, the HMO option other than Kaiser coverage will change to include a \$5 office visit co-pay.

Effective January 1, 2004, any Health Maintenance Organizations' office visit and prescription co-payments will be increased to the same co-payments as the Kaiser Health Plan.

2. **Health Plan coverage for Employees Regularly Scheduled to work less than the Normal Work Week.** Any employee who is regularly scheduled to work **less than the normal work** week for the job classification shall be entitled to elect coverage under either the comprehensive group health plan by a health maintenance organization or one of the indemnity options as provided in Section 8.B. for full time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

The County's contribution toward the provider's charge for such plan shall be the full-time contribution 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% of the normal full-time biweekly pay period for the job classification.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the normal full-time biweekly schedule for the job classification, who were on the County payroll for the pay period beginning April 1, 1979, and who received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in **part time** service, (2) a break in health plan coverage, (3) a change to full-time service from **part-time** service even if the employee reverts to **part-time** service, whichever shall first occur, but in no event shall said contribution exceed the County contribution for coverage of full-time employees in comparable classes.

3. **Duplicative Coverage:** This section applies to married County employees and employees in domestic partnerships (as defined in Appendix B) who are both employed by the County. The intent of this Section limits married County employees and County employees in domestic partnerships 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 Kaiser membership - County Kaiser plan or Operating Engineers plan (Kaiser Option).
- c) Up to one full HMO membership (other than Kaiser).

SECTION 11. (Continued)

- d) Up to one full Indemnity PPO membership with up to one full family Indemnity PPO spousal membership.
 - e) Up to one full HMO membership with up to one full family Indemnity membership (excluding spousal).
 - f) Up to one full family Kaiser membership - County Kaiser plan or Operating Engineers Kaiser with up to one full family Indemnity membership.
 - g) Up to one full HMO (other than Kaiser) membership with up to one full Kaiser membership.
 - h) Up to one full family Operating Engineers - Kaiser membership - with up to one full family Operating Engineers Trust 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 by completing the appropriate enrollment cards within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. Coverage will begin on the first of the month following the month the employee returned and worked 50% of a pay period or more, providing that the employee's re-enrollment allows for processing the deduction on a pay warrant prior to the month of coverage, and that if only one warrant is processed, the employee pays the remaining half of the month.

Those whose health plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within thirty calendar days of the date they return to work in the same manner as is allowed for new hires; however, employees re-enrolling in an indemnity plan may be subject to medical review to determine evidence of good health and effective date of coverage will be determined by the indemnity plan carrier after all medical information is received and reviewed. Such employees will be subject to new deductibles, maximums, and waiting periods.

- 5. **30-Day Re-Enrollment:** For employees who are enrolled in the indemnity 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 health plans.
- 6. **Open Enrollment:** Eligible employees may choose from among any plan offered by the County or Operating Engineers Health and Welfare Trust during the Open Enrollment period in the Fall.
- 7. **Lowest Cost Provider.** Notwithstanding the language in Section 11.1.a, Health and Dental Plans, the parties agree the negotiated intent of the section is that the County will pay the health plan premium of the "lowest cost health care provider," effective January 1, 2004.

SECTION 11. (Continued)

B. DENTAL PLAN OPTIONS.

1. Dental Plan Coverage for Full-Time Employees:

- a. For coverage from January 19, 2003, through the remaining term of this Memorandum of Understanding, the County shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including domestic partners (as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. 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 ACMEA (Sheriff's Unit) of such benefit changes. Upon receiving such notice, ACMEA (Sheriff's Unit) may request to meet and confer regarding the effect of such benefit changes.

- 1) An indemnity dental plan
- 2) A pre-paid, closed panel dental plan
- 3) A supplemental spousal plan option
- 4) Married County employees or employees in domestic partnerships 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 plan together with up to one supplemental Spousal plan.
 - (b) Up to one full family indemnity plan together with up to one pre-paid closed panel dental plan.
 - (c) Up to one full family pre-paid closed panel dental plan.
 - (d) Up to one full family indemnity plan.
- 5) The Operating Engineers Health and Welfare Trust - This option is only available in combination with the health option offered through the Operating Engineers Health and Welfare Trust.

2. **Dental Plan Coverage for Less than Full-Time Employees and Services-As-Needed Employees:** For coverage from January 19, 2003 through the remaining term of this Memorandum of Understanding, the County shall contribute the full cost of the provider's charge for a dental plan for Services-As-Needed and **less than full time** employees and their dependents, provided, however, that the employee is on paid status at least 50% of the normal full-time work week for the job classification.

SECTION 11. (Continued)

The dental plan shall provide the same benefit coverage as was in effect during the 2001 - 2002 fiscal year for full-time employees as described in B.1. above. To participate, an employee working in a classification normally subject to a 40-hour work week must be on paid status at least 40 hours in each and every biweekly pay period and an employee working in a classification normally subject to a 37.5 hour work week must be on paid status at least 37.5 hours in each and every biweekly pay period.

To establish eligibility to participate, an employee must have been on paid status at least 37.5/40.0 hours in each of the seven consecutive biweekly pay periods. After eligibility to participate is achieved, should an employee fail to have been on paid status at least 37.5/40.0 hours in any biweekly pay period for reasons other than those stated in Section 8.B.4.b., eligibility to participate must be re-established by subsequently being on paid status at least 37.5/40.0 hours in each of seven consecutive biweekly pay periods. Effective the pay period upon the implementation of the ALCOLINK System, this paragraph will no longer apply, such that, less than full-time employees and Services-as-Needed employees will receive dental benefits in the same manner as full-time employees.

3. **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.
4. **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. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.
 - 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. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.
 - c. **Part-time** employees and Services-as-Needed employees regularly scheduled to work 50% time or more per pay period who were absent on authorized leave without pay, whose dental plan coverage lapsed for a duration of seven pay periods or less, who return to work and work 50% time

SECTION 11. (Continued)

or more per pay period, will be re-enrolled as a continuing member in the dental plan with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.

Those whose dental plan coverage lapsed for a duration greater than seven pay periods will be required to re-establish eligibility for the dental plan, and then be re-enrolled in the same manner as allowed for regularly scheduled **part-time** and services-as-needed new hires with respect to the application of deductibles, maximum and waiting period. Note: coverage begins at the 10th pay period, given that the minimum time worked is 50% of the full-time schedule for seven consecutive pay periods.

- d. Effective the pay period upon the implementation of the ALCOLINK System, all full time, part-time and Services-As-Needed employees regularly scheduled to work 50% time or more per pay period and who are granted an authorized 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 at least 40 hours per pay period shall retain dental plan eligibility. Said employees as defined above will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked at least 50% of the normal full time work week for the job classification.
 - e. Effective the pay period upon the implementation of the ALCOLINK System, all full time, part-time and Services-As-Needed employees regularly scheduled to work 50% time or more per pay period and who are granted an authorized leave of absence without pay and 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 full time, regularly scheduled part-time, Services-As-Needed and new hires with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked at least 50% of the normal full time workweek for the job classification.
5. **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.
 6. **Open Enrollment:** Eligible employees may choose from among these options during the annual Open Enrollment period in the Fall of 2003 and annually thereafter. Premiums of all County dental options will be paid according to dependent and enrollment status (single, two-party, or family).

C. HEALTH AND DENTAL COVERAGE. The County and ACMEA (Sheriff's Unit) 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

SECTION 11. (Continued)

plans, benefits, and contribution rates for dental coverage effective on or after January 1, 2004 and for health coverage effective on or after February 1, 2004.

SECTION 12. EDUCATIONAL AND CAREER INCENTIVE PLANS

For sworn employees, the educational incentive program outlined in detail in Section 3-17 of the Alameda County Salary Ordinance shall continue in full force and effect during the life of this Memorandum of Understanding.

SECTION 13. EXPLOSIVE ORDNANCE DISPOSAL TEAM

A Lieutenant, when assigned to the Explosive Ordnance Disposal Team as a bomb technician, shall be compensated an additional \$76.00 per bi-weekly pay period.

SECTION 14. MEALS

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

SECTION 15. AFFIRMATIVE ACTION

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

SECTION 16. COURT APPEARANCES/TESTIMONY

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

SECTION 17. ADDITIONAL COMPENSATION

- A. Positions Designated Bilingual:** Upon the recommendation of the Sheriff and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional \$30 per biweekly pay period. A person occupying such position having proficiency in three or more languages shall receive \$35 per pay period provided that such person is required to utilize such additional languages in the course of his/her duties for the County.
- B. Bilingual Pay for Services Requested:** An employee who has taken and passed a bilingual proficiency test coordinated by the Human Resource Services Department and administered by a person who has been certified as bilingually proficient (including sign language for the deaf) shall be compensated an additional \$30 in any pay period in which the employee is directed by the Sheriff to use and uses the bilingual skills in the course of the employee's assignment. The bilingual proficiency test and the County's determination as to an employee's bilingual competency shall not be subject to the grievance procedure.

SECTION 18. NOTICE OF LAYOFFS

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

SECTION 19. LEAVES OF ABSENCE

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

B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT. A leave of absence without pay may not be granted to a employee 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.

Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

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.

SECTION 19. (Continued)

- 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 Memorandum of Understanding 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. MATERNITY LEAVE.** Pregnant employees shall furnish their department heads no later than the fourth month of pregnancy, a statement of the attending physician which indicates the estimated date of delivery. A pregnant employee is entitled to a maternity leave of up to six months, the dates of which are to be mutually agreed by the employee and department, provided that the employee is required to take maternity leave two weeks prior to the estimated date of delivery and continuing for two weeks following the actual delivery, unless the employee's physician submits written approval, satisfactory to the County, for the employee to work during such period.

Such an employee may elect to take accrued vacation or compensating time off or sick leave during the period of maternity leave. The employee shall be entitled to sick leave with pay accumulated pursuant to subsection 21.D. of this Memorandum and, with the approval of the

SECTION 19. (Continued)

department head, to sick leave with pay for which she is otherwise eligible pursuant to subsection 21.D. of this Memorandum. Reinstatement subsequent to maternity leave of absence shall be to the same classification from which leave was taken, and the Sheriff shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Sheriff has used his/her best effort herein, shall not be subject to the grievance procedure.

L. PATERNITY/ADOPTIVE LEAVE. A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to six consecutive months, the dates of which are to be mutually agreed by the employee and the Sheriff. Such an employee may elect to take accrued vacation or compensating time off during the period of paternity/adoptive leave, except that in the case of an employee who is regularly scheduled to work less than the normal full-time work week for the classification, paid leave shall be granted only but for those days, or fractions thereof, on which such an employee would have worked but for paternity/adoptive leave. The use of sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in subsection 21.H. Reinstatement subsequent to paternity/adoptive leave of absence shall be to the same classification from which leave was taken and the Sheriff shall make his/her best effort to return such employee to the same geographical location, shift, and where there is a specialization within a classification, to the same specialization. Questions as to whether or not the Sheriff has made his/her best effort herein shall not be subject to the grievance procedure.

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

SECTION 20. VACATION LEAVE

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.

SECTION 20. (Continued)

- 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. 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.

B. CASH PAYMENT IN LIEU OF VACATION LEAVE.

1. An employee who accrues vacation leave under Section 20.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 20.A.1 shall have the primary responsibility to schedule and take sufficient vacation leave to reduce their accrued vacation leave balances to levels which permit further vacation accrual. The Sheriff shall make a reasonable effort to accommodate written vacation leave requests submitted by employees which state that the purpose of such request is to reduce accrued vacation leave balances to a level which will permit further vacation accrual.

2. An employee who accrues vacation leave under Section 20.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 20.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.

SECTION 20. (Continued)

3. An employee who accrues vacation leave under Section 20.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. DATE WHEN VACATION CREDIT STARTS. Vacation credit shall begin on the first day of employment.

D. 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.

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

F. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence on authorized leave with or without pay, and time during which a employee is laid off because his/her services are not needed, and time during which an employee 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 an employee 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.

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

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

H. PERSONAL LEAVE. An employee shall be allowed two days in any calendar year from his/her regular vacation allowance for personal leave.

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

I. 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 employee would have been entitled to receive, including premium pay, while in active service during such vacation period.

SECTION 21. 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. 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 of Understanding.
- C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT.** Except for Safety members who are subject to the provisions of California Labor Code Section 4850, if an employee is incapacitated by sickness or injury received in the course of his/her employment by the County, such employee shall be entitled to pay as provided herein.

1. **Amount and Duration of Payment.** Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between 80% of his/her normal salary and the amount of any Worker's Compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 80% of salary (the amount of sick leave necessary for this purpose is computed in each case by the County Auditor-Controller's Office).

In the event that the period of the incapacity exceeds 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100% of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed 14 calendar days, the employee so incapacitated will be eligible to receive cumulative sick leave pay, or any other accrued paid leave for scheduled work days as provided in subsection 21.D. hereof, for the first three work days of such incapacity.

Part-time employees supplemental industrial sick leave shall be calculated on a pro-rated basis.

2. **When Payments Shall be Denied.** Payments shall not be made pursuant to subsection 21.C.1. to an employee:
- a. Who does not apply for or who does not receive temporary disability benefits under the Worker's Compensation Law,
 - b. Whose injury or illness has become permanent,
 - c. Whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her usual and customary position, and the employee has been declared a "Qualified Injured Worker" (QIW) and referred to vocational rehabilitation.

SECTION 21. (Continued)

- d. Who is retired on permanent disability or pension,
 - e. Who unreasonably refuses to accept other County employment for which he/she is not substantially disabled,
 - f. Whose injury or illness is the result of failure to observe County health or safety regulations or the commission of a criminal offense,
 - g. Whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee, and,
 - h. Whose injury or illness is a recurrence or reinjury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job-related injury or illness.
3. **Fringe Benefit Entitlement During Industrial Injury Leave.** Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100% of their regularly scheduled biweekly hours immediately preceding an industrial illness or injury.
4. **Leave for Medical Treatment.** Employees with an approved Worker's Compensation claim who have returned to work and are required by their physician to undergo therapy, diagnostic tests or treatment due to an industrial injury/illness shall receive Industrial Sick Leave with pay under the following conditions:
- a. Treatments are being authorized under Worker's Compensation;
 - b. The therapy, diagnostic tests or treatment falls within the employee's normal working hours;
 - c. The leave applies only to the actual treatment travel time not to exceed 30 minutes to and 30 minutes from the medical facility.
- D. 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 1,040 hours (equivalent to 130 - 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 accumulated unused sick leave with pay entitlement.
- E. CONVERSION OF SICK LEAVE TO VACATION.** When an employee's sick leave balance accrued pursuant to subsection 21.D. (Cumulative Sick Leave) hereof reaches 1,040 hours, 40 hours shall be deducted from said sick leave balance and shall be converted to 8 hours of vacation. Said vacation shall be added to vacation balances accumulated pursuant to subsections 20.A. through 20.I. (Vacation Leave), and shall thereafter be subject to the provisions of subsections 20.A. through 20.I. (Vacation Leave), except that, with respect to employees who accrue vacation under Section 20.A.1, said sick leave shall be converted to vacation only to the extent permitted by the vacation accrual limit of Section 20.A.1.

SECTION 21. (Continued)

F. 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 subsection 21.D. 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 work or duties of the employee requesting such paid leave are being performed by others in the employee's work unit and another person has not been hired or assigned to the work unit to perform such duties,
 - d. the injury or illness was not incurred in the course of employment, **and**
 - e. the employee has not incurred a break in service subsequent to June 24, 1979.

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

H. FAMILY SICK LEAVE.

1. **Emergency Leave -- Sickness in Immediate Family.** Leave of absence with pay because of sickness or injury in the immediate family of a person in the County service shall be granted by the Sheriff for up to 5 days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments, but not to exceed the amount of time which the person would be authorized for sick leave in subsection D. Time taken for leave of absence under the provisions of this subsection shall be deducted from the sick leave allowable for such person. For the purpose of this subsection, "immediate family" means, mother, stepmother, father, stepfather, husband,

SECTION 21. (Continued)

wife, domestic partner (upon submission of an affidavit as defined in the Appendix B), children of domestic partner, 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.

2. **Routine Medical Care for Dependent Adult/Children.** An employee shall be entitled to paid sick leave accrued pursuant to subsection 21.D. hereof in order to accompany the employee's dependent children living in the household of the employee and/or a dependent adult during routine medical or dental appointments, but not to exceed an aggregate of 32 hours within any calendar year. For purposes of this subsection, a dependent adult is defined as any individual who meets the definition of "immediate family" as set forth in Subsection 1. above. The determination of the Sheriff that a medical or dental appointment was routine rather than emergency shall not be grievable.
3. **Employees are Eligible to Use,** in any calendar year, the amount of sick leave earned in a six-month period to attend to family members who are ill. For the purposes of this subsection, family members are defined as the parents, spouse, or child (biological, step, foster, legal ward, child of domestic partner, in loco parentis) of the employee. Leave used under section 21.H.1. Emergency Leave and/or 21.H.2 Routine Medical Care will be deducted from the entitlement provided under this subsection.

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

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

- J. **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.

SECTION 21. (Continued)

- K. CASH PAYMENT UPON RETIREMENT FOR SWORN EMPLOYEES.** Upon retirement from County service under the County's retirement plan or upon death while in active service, a sworn employee shall be entitled to a lump sum payment calculated at the biweekly or hourly rate in effect on the last day of County service for each classification as set forth in Appendix "A," times 20% of the employee's unused accrued sick leave, up to the maximum accrual provided in subsections 21.D. and 21.E. This means that in no event shall the maximum accrual for purposes of this payoff provision be greater than 130 days.

SECTION 22. WAGES

- A.** Effective January 19, 2003, wages for employees in Representation Units 026, 027, and 028 shall receive a special adjustment of 1.7% effective January 19, 2003.

Future wage increases for the classifications Lieutenant, Captain and Division Commander will be the same percentage amount and effective on the same date as the increases granted to the class of Sergeant.

- B.** Effective January 19, 2003, wages for employees in Representation Unit 029 shall be increased 4%.
- C.** Effective January 18, 2004, there shall be a 4% increase for represented classifications in Representation Unit 029.
- D.** Effective January 16, 2005, there shall be a 4% increase for represented classifications in Representation Unit 029.
- E.** Effective two pay periods after adoption, for those employees in Representation Unit 029 who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association (ACERA) the County shall pay a portion of the employee's contribution to the Alameda County Employee Retirement Association in an amount equal to three percent (3%) of the employee's salary.
- F.** Effective two pay periods after adoption, for those current employees in Representation Unit 029 who are 30 year members of the Alameda County Employee Retirement Association (ACERA), and do not make contributions to the Alameda County Employee Retirement Association (ACERA) because they are 30 year members, the County shall contribute an amount equal up to three percent (3%) of the employee's salary into a 401A plan pursuant to IRC 414 (h)(2).
- G.** The County contribution set forth in Section 22.E. and F. above shall be for full time employees in Representation Unit 029 on full time paid status. If the employee is on paid status less than full time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full time pay period for the job classification.
- H.** Upon receipt of either party, no later than January 1, 2006, the Memorandum of Understanding shall be reopened with respect to Term of Memorandum, salaries and retirement for Non-Sworn represented classifications.

SECTION 23. GRIEVANCE PROCEDURE

- A. DEFINITION.** A grievance is defined as an allegation by an employee, a group of employees or ACMEA (Sheriff's Unit) that the County has failed to provide a condition of employment set forth in this Memorandum of Understanding, as adopted by ordinance, or in the annual Salary Ordinance, provided that the enjoyment of such right is not made subject to the discretion of the Sheriff or the County; and, provided further, that the condition of employment which is the subject matter within the scope of representation as defined in California Government Code Section 3504.
- 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 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 23.C. and may thereafter file a grievance in writing with his/her 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 to the section head.
 3. **Step Three:** The section head, or corresponding administrative level, 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 head, or corresponding administrative level.
 4. **Step Four:** The division head, or corresponding administrative level, 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 head 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 hearing, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the Sheriff, a hearing is required at this step, and the employee, and his/her representative, shall have the right to be present at, and participate in, such hearing. The time limit at this step may be extended by mutual agreement between the Sheriff and the employee or his/her representative.

SECTION 23. (Continued)

- D. ASSOCIATION GRIEVANCE.** ACMEA (Sheriff's Unit) may in its own name file a grievance alleging that the County has failed to provide it some organizational right which was established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of the Sheriff or the County. Such ACMEA (Sheriff's Unit) grievance shall be filed with the Sheriff and heard and determined pursuant to the third step of the grievance procedure.
- E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, ACMEA (Sheriff's Unit) and the Sheriff may by mutual agreement waive review of the grievance at the section head or equivalent level, or at the division head or equivalent level, or both, in those cases in which such levels of management are without authority to resolve the grievance as requested by the employee.
- F. BINDING ARBITRATION OF GRIEVANCES.** In the event that the grievance is not resolved at the fifth step, the grievant or his/her representative may, within thirty days after receipt of the decision of the Sheriff made pursuant to subsection 23.C.5 request that the grievance be heard by an arbitrator.
- G. INFORMAL REVIEW BY DIRECTOR.** Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Director of Human Resource Services shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The Director of Human Resource Services shall have ten working days in which to review and seek adjustment of the grievance.
- H. 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.
- I. DUTY OF ARBITRATOR.** Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding upon the parties. The arbitrator shall have no power to amend this Memorandum of Understanding, or to recommend such an amendment.
- J. 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.
- K. EFFECT OF FAILURE TO TIMELY ACTION.** Failure of the employee to file an appeal within the required time limit at any step shall constitute an abandonment of the grievance. Failure by the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

SECTION 23. (Continued)

- L. LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within sixty calendar days from the date upon which the County has allegedly failed to provide a condition of employment or a union organizational right. In no event shall any grievance include a claim for money relief for more than the sixty day period.
- M. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS.** For purposes of this Section, the provisions of Section 1. of this Memorandum of Understanding 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 Memorandum of Understanding, are specifically excluded from so acting. In those cases in which an employee elects to represent himself/herself or arrange for other representation, ACMEA (Sheriff's Unit) shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.
- 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 provided that the grievance is timely filed as provided in the subsection 23.C. 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 subsection; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

SECTION 24. MILEAGE

- A. MILEAGE RATES PAYABLE.** The mileage reimbursement rate to be paid to employees covered by this Memorandum shall be the rate as prescribed by the Board of Supervisors.
- 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 up to the employee's own insurance deductible, but not exceeding \$500, 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

SECTION 24. (Continued)

property damage or loss incurred by the private automobile while located on the street or at the parking facility serving the employee's County business destination shall be compensable as provided above.

SECTION 25. DISABILITY INSURANCE BENEFITS

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

B. Disability Insurance Benefits

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

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

SECTION 25. (Continued)

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

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

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

SECTION 26. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if s/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, a long-term major physical impairment or disability.

Eligibility:

- A. The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resource Services Department.
- B. The recipient employee is not eligible so long as s/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
- C. A confidential medical verification including diagnosis, prognosis and estimated date of return to work must be provided by the recipient employee.
- D. A recipient employee is eligible to receive 180 working days of donated time per employment.
- E. Donations shall be made in full-day increments of 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, employees with vacation balances that exceed the amount that can be paid off, may donate unlimited amounts of vacation to an Agency/Department catastrophic sick leave pool.

SECTION 26. (Continued)

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

SECTION 27. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan shall continue to participate in such plan as may be amended from time-to-time at the sole discretion of the Board of Supervisors, except that, M-designated benefits contained in Article 7 of the Salary Ordinance will be maintained for ACMEA (Sheriff's Unit) members, at parity with other management units through January 24, 2009.

Effective January 1, 2003, the County's contribution towards M-designated benefits shall be increased to no less than \$2,300 per calendar year: \$1,500 – Cafeteria Benefits Plan and \$800 – Job Related Reimbursement Plan as outlined in Article 7 of the Salary Ordinance.

SECTION 28. SHERIFF DEFINED

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

SECTION 29. 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, but the parties hereto shall meet and confer with regard to such benefit or other term and condition of employment in order to assure that the State, Federal or decisional mandate does not result in an overall increase or loss of benefits to employees in the area so affected.

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

SECTION 31. SAVINGS CLAUSE

If any provision of this Memorandum of Understanding 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 Memorandum of Understanding 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 Alameda County Management Employees Association (Sheriff's Unit), affiliated with Operating Engineers Union Local No. 3 of the International Association of Operating Engineers, AFL-CIO for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance or resolution which shall incorporate this Memorandum of Understanding into the Alameda County Administrative Code either in full or by reference.

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 Memorandum of Understanding. 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 January 24, 2009.

Signed and entered into this _____ day of _____, 2003.

FOR COUNTY OF ALAMEDA

**FOR ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION (SHERIFF'S
UNIT) affiliated with OPERATING
ENGINEERS UNION LOCAL NO. 3 of the
INTERNATIONAL UNION OF OPERATING
ENGINEERS, AFL-CIO**

NAOMI O. BURNS, Director
Human Resource Services

Director-P. E. Division, Dan Senechal

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

Business Manger, Don Dozer

President, Jerry Bennett

Recording Corresponding Secretary, Rob Wise

APPENDIX A

Listed herein are all those Alameda County job classifications represented by the Alameda County Management Employees Association in Representation Units 026, 027, 028 and 029. These salaries are established by the Alameda County Board of Supervisors and are effective on the dates shown.

JOB CODE	MC	TITLE	EFFECTIVE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
8620	SM	Lieutenant	01/19/2003			3652.80	3835.20	4024.00
8625	SM	Captain	01/19/2003	3811.20	4001.60	4198.40	4411.20	4627.20
8635	SM	Division Commander	01/19/2003	4385.60	4600.00	4828.80	5075.20	5321.60
8167	SM	Animal Control Supervisor	01/19/2003	1648.00	1720.00	1795.20	1876.80	1963.20
			01/18/2004	1713.60	1788.80	1867.20	1952.00	2041.60
			01/16/2005	1782.40	1860.80	1942.40	2030.40	2123.20
6660	PA	Chaplain	01/19/2003	1921.60	2032.00	2137.60	2248.00	2356.80
			01/18/2004	1998.40	2113.60	2222.40	2337.60	2451.20
			01/16/2005	2078.40	2198.40	2312.00	2430.40	2548.80
8514	SM	Chief Deputy Public Administrator	01/19/2003	2500.80	2625.60	2752.00	2897.60	3035.20
			01/18/2004	2601.60	2731.20	2862.40	3012.80	3156.80
			01/16/2005	2705.60	2840.00	2977.60	3132.80	3283.20
0405	PA	Crime Analyst	01/19/2003	1947.20				2609.60
			01/18/2004	2025.60				2713.60
			01/16/2005	2107.20				2822.40
8527	SM	Crime Laboratory Director	01/19/2003	3336.00	3507.20	3686.40	3868.80	4067.20
			01/18/2004	3468.80	3648.00	3833.60	4024.00	4230.40
			01/16/2005	3608.00	3793.60	3987.20	4185.60	4400.00
1887	SM	Emergency Services Dispatch Supervisor	01/19/2003	2254.40	2353.60	2438.40	2577.60	2705.60
			01/18/2004	2344.00	2448.00	2536.00	2680.00	2814.40
			01/16/2005	2438.40	2545.60	2636.80	2787.20	2926.40
1286	SM	Identification Supervisor	01/19/2003	1886.40	1974.40	2072.00	2176.00	2286.40
			01/18/2004	1961.60	2052.80	2155.20	2262.40	2377.60
			01/16/2005	2040.00	2134.40	2241.60	2353.60	2472.00
6665	SM	Inmate Services Manager	01/19/2003	2161.60	2273.60	2388.80	2504.00	2632.00
			01/18/2004	2248.00	2364.80	2484.80	2604.80	2737.60
			01/16/2005	2337.60	2459.20	2584.00	2708.80	2846.40
1889	SM	Manager, Emergency Services Dispatch	01/19/2003	2720.00	2838.40	2966.40	3108.80	3260.80
			01/18/2004	2828.80	2952.00	3084.80	3233.60	3392.00
			01/16/2005	2942.40	3070.40	3208.00	3363.20	3528.00
6833	SM	Recreation Supervisor	01/19/2003	1809.60	1902.40	2001.60	2097.60	2201.60
			01/18/2004	1881.60	1979.20	2081.60	2180.80	2289.60
			01/16/2005	1956.80	2057.60	2164.80	2268.80	2380.80

JOB CODE	MC	TITLE	EFFECTIVE	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
8723	SM	Senior Emergency Services Coordinator	01/19/2003	2195.20	2302.40	2420.80	2536.00	2668.80
			01/18/2004	2283.20	2395.20	2518.40	2636.80	2776.00
			01/16/2005	2374.40	2491.20	2619.20	2742.40	2886.40
8505	SM	Supervising Coroner's Investigator	01/19/2003	2273.60	2387.20	2507.20	2660.80	2761.60
			01/18/2004	2364.80	2483.20	2608.00	2768.00	2872.00
			01/16/2005	2459.20	2582.40	2712.00	2878.40	2987.20
8526	SM	Supervising Criminalist	01/19/2003	2857.60	3000.00	3145.60	3305.60	3473.60
			01/18/2004	2971.20	3120.00	3272.00	3438.40	3612.80
			01/16/2005	3089.60	3244.80	3403.20	3576.00	3756.80

APPENDIX B

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 by filing a statement with the County. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner. 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.

SUBJECT INDEX

	<u>Page No.</u>
Additional Compensation	14
Adoptive/Paternity Leave	17
Affirmative Action	14
Appendix A, Salaries.....	33
Appendix B, Domestic Partners	35
Association Security.....	1
Bilingual Pay	14
Binding Arbitration.....	26
Bulletin Boards	2
Career Incentive Plans.....	14
Catastrophic Sick Leave Program	29
Court Appearances/Testimony	14
Death in Immediate Family	23
Dental Plan Options	11
Disability Insurance Benefits.....	28
Discrimination Prohibited	1
Domestic Partners, Appendix B.....	35
Educational and Career Incentive Plans.....	14
Educational Leave.....	15
Employee Representatives of Association	3
Enactment	31
Equipment, Required	4
Explosive Ordnance Disposal Team.....	14
Family Sick Leave	22
Floating Holiday	7
Grievance Procedure	25
Health and Safety Equipment	5
Health Plan Coverage.....	8
Holiday Compensation.....	8
Holidays Defined.....	6
Hours of Work	4
Job Contacts	3
Layoffs, Notice of	15
Leave Without Pay, Effect of.....	17
Leaves of Absence.....	15
Legally Mandated Changes, Effect of.....	30

	<u>Page No.</u>
Major Medical Supplemental Sick Leave.....	22
Management Benefits	30
Maternity Leave.....	16
Meals.....	14
Medical Report	22
Meetings.....	3
Mileage Rates	27
Military Leave	15
No Discrimination	1
No Strike-No Lockout.....	31
Notice of Layoffs	15
Open Enrollment, Dental Plan	13
Open Enrollment, Health Plan	10
Overtime.....	4
Overtime Compensation	4
Paternity/Adoptive Leave	17
Personal Leave	19
Recognition	1
Reimbursement for Property Damage.....	27
Rest Periods.....	4
Salaries, Appendix A.....	33
Savings Clause	31
Scope of Agreement	32
Sheriff Defined	30
Sick Leave.....	20
Uniforms	5
Vacation Accrual	17
Vacation Leave	17
Vacation Leave, Maximum.....	19
Wages	24

MEMORANDUM
OF
UNDERSTANDING

Between the

ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION
(SHERIFF'S UNIT)

and the

COUNTY OF ALAMEDA



January 19, 2003 – January 24, 2009

2003 - 2009
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S UNIT)
AND THE
COUNTY OF ALAMEDA

Table Of Contents

No.	Page
Section 1. Recognition	1
Section 2. No Discrimination	1
Section 3. Association Security	1
Section 4. Association Bulletin Board; Meetings; Access to Employees	2
Section 5. Employee Representatives of Association	3
Section 6. Hours of Work and Rest Periods	4
Section 7. Overtime.....	4
Section 8. Health And Safety	5
Section 9. Uniforms.....	5
Section 10. Holidays	6
Section 11. Health And Dental Plans	8
Section 12. Educational And Career Incentive Plans	14
Section 13. Explosive Ordnance Disposal Team	14
Section 14. Meals.....	14
Section 15. Affirmative Action	14
Section 16. Court Appearances/Testimony	14
Section 17. Additional Compensation	14
Section 18. Notice Of Layoffs.....	15
Section 19. Leaves Of Absence	15
Section 20. Vacation Leave.....	17
Section 21. Sick Leave.....	20
Section 22. Wages	24
Section 23. Grievance Procedure	25
Section 24. Mileage.....	27
Section 25. Disability Insurance Benefits	28
Section 26. Catastrophic Sick Leave Program	29
Section 27. Management Benefits	30
Section 28. Sheriff Defined.....	30
Section 29. Effect Of Legally Mandated Changes.....	30
Section 30. No Strike – No Lockout	31
Section 31. Savings Clause	31
Section 32. Enactment	31
Section 33. Scope Of Agreement.....	32
Appendix A Salaries.....	33
Appendix B Domestic Partners	35
Subject Index	36
Sideletter of Agreement.....	38