

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

April 25, 2018

The parties agree that the language in Sections 24. A and 24.E. of the Memorandum of Understanding shall be modified to allow the use of all accrued sick leave balances for authorized absences from work due to an industrial illness or injury. Accrued sick leave balances may be used in the same manner as other accrued leave balances to supplement pay received from Workers' Compensation. This modification shall be effective the first full pay period following adoption by the Board of Supervisors.

**SECTION 24. SICK LEAVE**

**A. SICK LEAVE DEFINED.** As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury other than an industrial illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee. Effective [the first full pay period after adoption by the Board of Supervisors], sick leave shall be defined as follows: As used in this Section, "sick leave" means leave of absence of an employee because of illness or injury which renders the employee incapable of performing assigned work or duties for the County, and routine medical or dental appointments of the employee.

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

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

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

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

1. Notwithstanding Section 24.A, safety members who are subject to the provisions of California Labor Code 4850 and who have filed an application for a service connected disability retirement with Alameda County's Employee Retirement Association, shall be eligible to utilize their sick leave balance to qualify for the Advanced Disability Pension payments as provided in the California Labor Code 4850.4.

2. Notwithstanding Section 24.A, safety members who are subject to the provisions of California Labor Code 4850 and who have not filed an application for service retirement with Alameda County's Employee Retirement Association, may, subsequent to exhaustion of 4850 pay benefits,

use a maximum of 240 hours and, at the sole discretion of the Sheriff, up to an additional 160 hours (up to 400 hours total) of sick leave in order to remain in a pay status.

Effective [the first full pay period after adoption by the Board of Supervisors], if an employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers' Compensation temporary disability benefits will be paid to employees who are determined to be eligible for such benefits by the County's workers' compensation third party administrator. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, including sick leave, up to 75% of gross salary. Subsections E.1. and E.2. above shall no longer apply. Amount of leaves necessary for this purpose is computed for each case by the Auditor's Office.

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

**G. CONVERSION OF SICK LEAVE TO IN-LIEU TIME.** When an employee's sick leave balance accrued pursuant to subsection 24.F. (Cumulative Sick Leave) hereof reaches 1,240 hours, 40 hours shall be deducted from said sick leave balance and shall be converted to 8 hours of in.lieu time.

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

For the County:

For the Union:

*Mary Williams*

*[Handwritten signatures for the Union]*

Date: May 2, 2018.