

SECOND READING - CONTINUED FROM 7/14/26

AGENDA NO. _____ July 14, 2026



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

July 14, 2026

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

SUBJECT: ADOPT: 1) AN ORDINANCE APPROVING THE FEBRUARY 15, 2026 THROUGH FEBRUARY 24, 2029 ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION SHERIFF'S SWORN UNITS 026, 027, AND 028 ("ACMEA SWORN") MEMORANDUM OF UNDERSTANDING; AND 2) SALARY ORDINANCE AMENDMENTS TO UPDATE APPLICABLE SECTIONS OF ARTICLES 1, 3, AND 6

Dear Board Members:

RECOMMENDATIONS:

Adopt the following:

- 1) An Ordinance approving the February 15, 2026 through February 24, 2029 Memorandum of Understanding ("MOU") between the County of Alameda ("County") and the Alameda County Management Employees Association Sheriff's Sworn Units 026, 027, and 028 ("ACMEA Sworn"); and
- 2) Salary Ordinance amendments to update:
 - i. Article 1 (Applicable Pay Rates), Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to reflect the negotiated wage increases of the ACMEA Sworn MOU for classifications in Representation Units 026, 027, and 028;
 - ii. Article 3 (Notes Applicable to Positions and Classifications Listed in Article 2 Preceding), Section 3-17 (Sheriff's Department) to delete subsections 3-17.3, 3-17.16, 3-17.44, and 3-17.45 effective August 16, 2026; and amend subsection 3-17.4 to remove job codes ("JCs") 8620, 8625, and 8635, as the provisions have been negotiated and incorporated into the successor MOU and to add JCs 0053 and 0055 to be eligible for the additional compensation, including increasing the education/POST pay by two percent (2%) for each category listed effective September 13, 2026, including non-substantive language cleanup; and
 - iii. Article 6 (Additional Compensation), Section 6-6 (Longevity), subsection 6-6.B., to include the classifications of Assistant Sheriff (JC 0053) and Undersheriff (JC 0055) eligible for longevity pay effective September 13, 2026.

DISCUSSION/SUMMARY:

The ACMEA Sworn MOU expired and fully terminated as of February 14, 2026; however, the laws governing collective bargaining agreements provide that the terms and conditions set forth in the expired MOU remain in full force and effect until modified through the completion of the collective bargaining process. Representatives of the County and ACMEA Sworn (collectively, the "Parties") held ten (10) negotiating sessions beginning December 30, 2025, and reached a

comprehensive tentative agreement (“CTA”) on May 14, 2026. The CTA was subsequently ratified by ACMEA Sworn on May 30, 2026.

Historically, certain benefits provided to ACMEA Sworn have been extended to the unrepresented sworn classifications of Assistant Sheriff (JC 0053) and Undersheriff (JC 0055) to avoid salary compaction and to ensure internal equity. As such, staff recommend extending the same enhanced education/POST certification pay and longevity pay to these classifications effective September 13, 2026.

The successor ACMEA Sworn MOU covers the period of February 15, 2026 through February 24, 2029, and reflects negotiated changes as outlined in the attached Summary of Significant Negotiated Terms. These changes include the following amendments to the Salary Ordinance:

- Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1 to reflect the negotiated wage increases;
- Article 3 (Notes Applicable to Positions and Classifications Listed in Article 2 Preceding), Sections 3-17 (Sheriff's Department), to delete subsections 3-17.3, 3-17.16, 3-17.44, and 3-17.45 effective August 16, 2026; to amend subsection 3-17.4 to remove references to JCs 8620, 8625, and 8635 effective August 16, 2026, including some non-substantive language cleanup, because these provisions have been negotiated and incorporated into the successor MOU; and to increase the education/POST certificate by two percent (2%) for each of the categories effective September 13, 2026; and
- Article 6 (Additional Compensation), Section 6-6 (Longevity), subsection 6-6.B., to include the classifications of Assistant Sheriff (JC 0053) and Undersheriff (JC 0055) as eligible for longevity pay effective September 13, 2026.

SELECTION CRITERIA:

N/A

FINANCING:

Funds are available in the Alameda County Sheriff's Office Fiscal Year 2026-2027 Approved Budget and will be requested in future years' budgets to cover the costs resulting from the recommendations.

VISION 2026 GOAL:

The recommendations meet the 10x goal pathways of **Employment for All** in support of our shared vision of a **Prosperous and Vibrant Economy**.

Very truly yours,

Signed by:

24C63D85974A48D...
Margarita Zamora
Director of Human Resource Services

c: CAO
Auditor-Controller
County Counsel
Sheriff

ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Representation Unit 026, 027, and 028)
SUMMARY OF SIGNIFICANT NEGOTIATED TERMS
February 15, 2026 through February 24, 2029

Summary of Negotiated Changes	
Term	February 15, 2026 through February 24, 2029.
General Wage Increases	Wage increases will be the same percentage amount and effective on the same date as the increases granted to the classification of Sergeant, JC 8617.
Longevity Pay	Effective September 13, 2026 establish the following new Longevity Pay provision: • 1% at 10 years of service ("YOS"); and • Additional 1% at 20 YOS, for a total of 2%
Premium Conditions	Effective September 13, 2026: • Increase Bilingual Pay from \$40 to \$60 biweekly • Increase the Education or POST certificate by 2% in each level: ○ 4.5% - Possession of an AA degree or POST intermediate certificate ○ 8.0% - Possession of a BA/BS degree or POST advanced certificate ○ 10.5% - Possession of MA/MS degree or POST Management Certificate ○ Maximum incentive pay is capped at 10.5%
Management Paid Leave ("MPL")	Effective September 13, 2026, increase MPL from seven (7) days to eight (8) days (64 hours).
Health and Welfare	Effective Plan Year 2027, increase the following: • Share the Savings by \$100 at each tier: \$300, \$250, \$200, \$200 • Dental Maximum from \$1,550 to \$1,900 • County Allowance from \$3,100 to \$3,600
Compensatory Time Off ("CTO")	Provide a one-time cash payment for all compensatory time off balance at the end of the MOU term.
Holiday-in-Lieu ("HIL")	Effective August 4, 2026, implement a HIL cap of 800 hours for any newly promoted employees in the bargaining unit, payout excess balance at the time of promotion.
Vacation Sellback	Effective Fiscal Year ("FY") 2026 – 2027: • Allow vacation sellback up to four (4) weeks for FYs 2026-2027, 2027-2028, and 2028-2029; and in increments of four (4) hours • Vacation Sellback will return to three (3) weeks in FY 2029-2030
Leave of Absence	Effective January 1, 2025, provide unpaid, job-protected leave for employees under the Victim and Family Support Leave provision.
Sick Leave	Increase sick leave maximum from 24 hours to 40 hours upon reinstated or rehired within one year.
Non-substantive clean-ups throughout the MOUs, including removing obsolete language and SLAs, adding clarifying language, incorporating existing provisions from the Salary Ordinances into MOU sections, among other changes.	

By: Kristy van Herick
Kristy van Herick, Assistant County Counsel

Ordinance No.
O-2026-24

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2025 – 2026
COUNTY OF ALAMEDA SALARY ORDINANCE

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

SECTION I

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

Item	MC	Title	Eff. Date	Step 01	Step 02	Step 03	Step 04	Step 05
8620	SM	Lieutenant	1/4/2026			8082.40	8487.20	8905.60
8625	SM	Captain	1/4/2026	8431.20	8851.20	9288.80	9759.20	10240.00
8635	SM	Division Commander	1/4/2026	9703.20	10180.00	10684.00	11229.60	11775.20

SECTION II

Article 3, Section 3-17 (Sheriff's Department), applicable subsections of the County of Alameda Salary Ordinance are hereby **amended** to read as follows:

~~3-17.3 – Employees occupying positions under Job Codes 8620SM, 8625SM or 8635SM, shall be compensated an additional five percent per biweekly pay period, when assigned to the Special Operations Group, as defined below (BOS approved 6/29/10):~~

- ~~• Not to exceed two (2) positions in charge in the Special Response Unit (SRU)~~
- ~~• Not to exceed two (2) positions in charge in the Crisis Intervention Unit (CIU)~~
- ~~• Not to exceed two (2) positions in charge in the Explosive Ordinance Disposal (EOD)~~

~~No one employee shall receive more than one five percent per bi-weekly pay period increase under this subsection. Employees who are compensated under this subsection 3-17.3 shall not receive any additional compensation under subsections 3-17.16, 3-17.44 or 3-17.45.~~

3-17.4 – Any person occupying a position under Job Codes 0053EM, 0055EM shall receive additional compensation as follows:

- Possession of an Associate of Arts degree from a recognized college or university or POST Intermediate Certificate – two and one-half percent (2.5%);
- Possession of a Bachelor of Arts or Bachelor of Science degree from an accredited college or university or POST Advanced Certificate – six percent (6%);
- Possession of a Master of Arts or Master of Science degree from an accredited college or university or a POST Management Certificate – eight and one-half percent (8.5%).

Effective September 13, 2026, the education incentive provided in this subsection shall be increased by two percent (2.0%) as follows:

- Possession of an Associate of Arts degree from a recognized college or university or POST Intermediate Certification – four and one-half percent (4.5%) of the base pay;
- Possession of a Bachelor of Arts or Bachelor of Science degree from an accredited college or university or POST Advanced Certificate – eight percent (8.0%) of the base pay; or
- Possession of a Master of Arts or Master of Science degree from an accredited college or university or POST Management Certificate – ten and one-half percent (10.5%) of the base pay.

In addition, such persons shall be compensated an additional two and one-half percent (2.5%) for a one-year period upon the completion of 30 hours or three (3) units of seminars or courses, respectively, as approved by the Department Head. This additional two and one-half percent (2.5%) shall be renewable on an annual basis if the educational requirements are met.

Under no circumstances will the amount of compensation pursuant to the provisions of this footnote exceed eight and one-half percent (8.5%). Effective September 13, 2026, the total amount of compensation shall not exceed ten and one-half (10.5%).

~~3-17.16—Effective September 19, 2021, persons employed under Job Codes 8620SM (Lieutenant), 8625SM (Captain) or 8635SM (Division Commander), assigned to work an alternate biweekly work schedule in the Sheriff's Office shall be compensated an additional five percent.~~

- ~~• Employees who are compensated under this subsection 3-17.16 shall not receive any additional compensation under subsections 3-17.3, 3-17.44 or 3-17.45.~~
- ~~• Effective January 1, 2021, the alternate biweekly work schedule (84 hours) shall be one of three (five-day) weekly schedules authorized by the Auditor-Controller and approved by the Sheriff, except for the positions designated as 12-hour shifts by the Sheriff.~~

~~3-17.44—No more than three (3) positions in Job Code 8620SM (Lieutenant) assigned to the Eden Township Substation, shall be compensated an additional five percent compensation per biweekly period, as defined below:~~

- ~~• One position assigned to the Investigative Unit,~~
- ~~• One position assigned to the D.U.I., Tri-Valley Substation, SRO Unit, COPPS Unit, Parking Enforcement Unit, and~~
- ~~• One position assigned to function as the Administrative Lieutenant~~
- ~~• Employees who are compensated under this subsection 3-17.44 shall not receive any additional compensation under subsections 3-17.3, 3-17.16 or 3-17.45.~~
- ~~subsections 3-17.3, 3-17.16 or 3-17.44.~~

SECTION III

Article 6, Section 6-6 (Longevity Pay) of the County of Alameda Salary Ordinance is hereby **amended** to read as follows:

In addition to the compensation specified in this Ordinance, employees shall also be entitled to service awards granted by the Board of Supervisors.

- A. Unrepresented non-management: Effective December 24, 2023, unrepresented non-management employees in classifications related to the Service Employees International Union, Local 1021, except for those in classifications designated as Services-As-Needed ("SAN") or Temporary Assignment Pool ("TAP"), or in Representation Unit 043, are eligible for Longevity Pay as follows:

1. 10-Years of Service: Employees completing ten (10) or more years of continuous service (equivalent to or at least 20,800 and 19,500 total service hours for 80- and 75- hour classifications, respectively) shall receive an additional one percent (1.0%) compensation which shall apply to all hours in a paid status.
 2. 20-Years of Service: Employees completing 20 or more years of continuous service (equivalent to or at least 41,600 and 39,000 total service hours for 80- and 75- hour classifications, respectively) shall receive an additional one percent (1.0%) compensation for a total of two percent (2.0%) which shall apply to all hours in a paid status.
- B. Unrepresented management: Effective May 12, 2024, unrepresented management employees in Representation Units U15, U44, U45, U49, U50, U65, 043, 046, 051, 066, 068, 071, and classifications designated as SAN or TAP; and effective September 13, 2026, Job Codes 0053 and 0055, are eligible for Longevity Pay as follows:
1. 10-Years of Service: Employees completing ten (10) or more years of continuous service (equivalent to or at least 20,800 and 19,500 total service hours for 80- and 75- hour classifications, respectively) shall receive an additional one percent (1.0%) compensation which shall apply to all hours in a paid status.
 2. 20-Years of Service: Employees completing 20 or more years of continuous service (equivalent to or at least 41,600 and 39,000 total service hours for 80- and 75- hour classifications, respectively) shall receive an additional one percent (1.0%) compensation for a total of two percent (2.0%) which shall apply to all hours in a paid status.

SECTION IV

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

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **4th** day of **August, 2026**, to wit:

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

NOES: None

EXCUSED: None

David G. Haubert

PRESIDENT, BOARD OF SUPERVISORS

File No: 31777

Agenda No: 79

Document No: O-2026-24



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

ATTEST:

Clerk, Board of Supervisors

By: *[Signature]*
Deputy

**MEMORANDUM
OF
UNDERSTANDING**

Between the

**ALAMEDA COUNTY MANAGEMENT
EMPLOYEES ASSOCIATION
(SHERIFF'S SWORN UNITS 026, 027, & 028)**

and the

COUNTY OF ALAMEDA



February 15, 2026 – February 24, 2029

**2026 – 2029
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S SWORN UNITS 026, 027, & 028)
AND THE
COUNTY OF ALAMEDA**

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**2026 – 2029
MEMORANDUM OF UNDERSTANDING
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(SHERIFF'S SWORN UNITS 026, 027, & 028)
AND THE
COUNTY OF ALAMEDA**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "County," and the Alameda County Management Employees Association Sheriff's Sworn Units, hereafter designated as "ACMEA," as a recommendation to the Board of Supervisors of the County of the conditions of employment which are to be in effect during the period February 15, 2026 through February 24, 2029, for those employees working in representation units referred to in Section 1. (Recognition) hereof.

SECTION 1. RECOGNITION

The County recognizes ACMEA as the exclusive bargaining representative for all full-time permanent and probationary employees in Bargaining Units 026 (Lieutenant), 027 (Captain) and 028 (Division Commander) hereinafter designated as employee(s).

SECTION 2. NO DISCRIMINATION

- 2.A. DISCRIMINATION PROHIBITED.** No person shall be appointed, reduced, or removed, or in any way favored or discriminated against because of their political or religious opinions or affiliations, age, race, color, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender identity, national origin, sexual orientation, or religion, creed, physical/mental disability, medical conditions, genetic information, military or veteran status and/or any other protected class as defined by federal and state law.
- 2.B. COMPLAINT PROCESS.** Complaints arising pursuant to the provisions of subsection 2.A. (Discrimination Prohibited) shall only be processed according to the Employment Discrimination Complaint Procedure contained in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures), which is incorporated by reference to this MOU and shall be excluded from Section 19. (Grievance Procedure).
- 2.C. NO DISCRIMINATION BECAUSE OF ASSOCIATION ACTIVITY.** Neither the County nor ACMEA shall interfere with, intimidate, restrain, coerce, or discriminate against employees exercising their rights to engage in ACMEA activity.
- 2.D. RIGHT TO CHANGE EMPLOYMENT DISCRIMINATION COMPLAINT PROCEDURE.** The County reserves the right to change the Employment Complaint Procedure referenced in Appendix C (Chapter 3.48 Employment Discrimination Complaint Procedures) during the term of this MOU, subject to the duty to meet and confer.

SECTION 3. ASSOCIATION SECURITY

- 3.A. NOTICE OF RECOGNIZED ASSOCIATION.** When employees are hired into a classification represented by ACMEA, the County shall notify such employees that ACMEA is the exclusive recognized bargaining representative for the employees in said representation unit.
- 3.B. NOTICE TO RECOGNIZED ASSOCIATION.** The Sheriff shall post within the employee work or rest area at Santa Rita 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 in Section 1. (Recognition) hereof and the names of ACMEA's designated representatives and ACMEA's address.
- 3.C. MAINTENANCE OF MEMBERSHIP.** Employees in representation units referred to in Section 1. (Recognition) hereof who are members of ACMEA on the date upon which this MOU is executed or who become members of ACMEA during the term of this MOU shall remain members during the term of this MOU except that such employees may withdraw during the month of July of any year pursuant to subsection 3.D. (Payroll Deductions and Payover).
- 3.D. PAYROLL DEDUCTIONS AND PAYOVER.** Upon certification by ACMEA that an employee has signed an authorization for the deduction for ACMEA membership dues and/or designated fees, the County shall deduct the appropriate dues and/or fees as established and as may be changed from time to time by ACMEA from employees' pay in represented classes in conformity with State and County regulations. The County shall promptly remit such dues and/or fees to ACMEA. Employee requests to cancel or change such deductions must be directed to ACMEA rather than the County. Deductions will continue unless the employee mails a written revocation to ACMEA in accordance with subsection 3.C. (Maintenance of Membership).
- 3.E. HOLD HARMLESS..** ACMEA shall defend, indemnify and hold the County, its officers and employees harmless from any and all claims, demands, suits, and/or any other action arising from the maintenance of dues deductions, approved ACMEA insurance programs, and/or from complying with any ACMEA requests for deductions or revocations made pursuant to this Section 3 (Association Security), provided that the County provide notice to ACMEA within 30 days of receipt of a claim, demand, suit or other action by the County's Clerk of the Board of Supervisors or President of the Board of Supervisors for which the County is seeking defense and/or indemnification. This includes ACMEA's obligation to indemnify the County of any costs, including settlement costs, and other legal expenses incurred in defending or resolving any such claim, demand, suit or other action. With regard to any such claim, demand, suit or other action, ACMEA shall have the exclusive right to appoint and direct counsel, control the defense of any action or proceeding, and determine whether any such action or proceeding shall or shall not be compromised, resisted, defended, tried or appealed. In no event shall the County be required to pay from its own funds, ACMEA dues or fees that the employee was obligated to pay, but failed to pay, regardless of the reasons.

SECTION 4. ASSOCIATION ACCESS TO EMPLOYEES

- 4.A. BULLETIN BOARDS.** Reasonable space shall be allowed on bulletin boards as specified by the Sheriff for use by ACMEA 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 shall bear the identity of the sponsor, shall be neatly displayed, and shall be removed when no longer timely.
- 4.B. JOB CONTACTS.** Any authorized representative of ACMEA 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 provided prior arrangements have been made for each such contact with the Sheriff who shall grant permission for such contact if, in the Sheriff's 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 representatives for the purpose of contacting individual employees without prior approval of the Sheriff will not be allowed. If they do occur, meetings will not take place.

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

- 4.C. REPRESENTATIVE MEETINGS.** Meetings of a representative of ACMEA and a group of employees shall not be permitted during duty hours other than a lunch period, except as provided in subsection 4.E. (Access to New Employee Orientation ("NEO")) and Section 19. (Grievance Procedure) hereof. The Sheriff may, upon 48 hours prior notice, allow meetings of a representative of ACMEA 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 business.
- 4.D. DEPARTMENTAL MEETINGS.** Unless otherwise agreed, representatives or employees of ACMEA 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 subsection shall not be deemed to supersede any other Section of the MOU or Government Code Section 3500, et seq.
- 4.E. ACCESS TO NEW EMPLOYEE ORIENTATION ("NEO").** In accordance with Government Code Sections 3555-3559, the Parties agree to the following:
- 1. Designated Representative.** The County shall recognize the designated-ACMEA representative as the point of contact for NEO-related matters. ACMEA shall be responsible for updating the County, in writing, of any changes to the designated point of contact.
 - 2. EBC NEO Schedule.** The County shall provide the ACMEA-designated representative with a list of Employee Benefits Center ("EBC")'s scheduled NEO dates for the upcoming calendar year, no later than the last full pay period in December of each year. If there

are any changes to the scheduled dates, EBC will notify the ACMEA-designated representatives as soon as possible.

3. **NEO Notification and Employee Information.** EBC will provide, via email to ACMEA-designated representatives, a list of new employees, who are represented by their ACMEA and are scheduled to attend the upcoming NEO session. The EBC will also provide ACMEA with a list of employees who have promoted, demoted, reinstated, or transferred into the bargaining unit, but are not scheduled to attend NEO. The list shall be provided no later than the Monday before the scheduled NEO date or as soon as a complete list of new employees is available. A shorter notice may be provided under mitigating circumstances, in which case EBC will provide the information as soon as possible prior to the NEO date.

In this notification, EBC will provide, in a sortable electronic format, the name, job title, department, work location, work phone number, work and personal email address on file with the County. If the County does not have the personal email address on file, this information shall not be provided.

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

4. **Presentation Time.** ACMEA shall be permitted to meet separately with newly-hired employees represented by their bargaining unit, and make a presentation of up to 30 minutes from 8:15 a.m. – 8:45 a.m. EBC will provide a space for ACMEA-designated representatives to meet with the newly-hired employees, or computer access for the employee to meet virtually with the ACMEA-designated representative, during this timeframe. Under no circumstances shall ACMEA's presentation exceed 30 minutes from the EBC designated start time. If for any reason ACMEA will not be present for a scheduled NEO presentation, ACMEA shall notify the County at least ten (10) working days prior to the session.
5. **Presentation Release Time.** ACMEA representatives, which are limited to the ACMEA Business Representatives, ACMEA Board of Directors, and ACMEA Site Representatives shall conduct the presentations covered under this Agreement. Only one (1) ACMEA member will be granted release time to present at each NEO. Release time requests must be received by the County Human Resource Services Employee and Labor Relations ("HRS ELR") Division at least three (3) working days before the scheduled NEO, unless ACMEA receives less than three (3) working days' notice from EBC. Upon request of release time by ACMEA through the HRS ELR Division, the County shall coordinate with the appropriate supervisor(s) of the ACMEA-designated representative to allow release time.
6. **Enrollment Forms.** As the custodian of records for ACMEA membership, ACMEA will be responsible for distributing and collecting any forms related to membership dues, general assessments and/or payment for any membership benefit program. Any forms that are submitted directly to the County from an employee shall be forwarded to ACMEA. ACMEA shall provide the County a certified list of employees who have authorized a payroll deduction for dues to ACMEA.
7. **Request to Cease or Reinstatement Participation.** If ACMEA decides to cease participation in the County's NEO, the designated business representative must notify

EBC at least 30 calendar days prior to the date that ACMEA is requesting to cease participation. If ACMEA ceases participation, any section in this Agreement referencing ACMEA participation in the NEO shall no longer apply.

- 4.F. QUARTERLY REPORTS.** On a quarterly basis, the County shall provide ACMEA with a list, in sortable electronic format, of all existing bargaining unit members on record as of the pay period containing March 1; June 1; September 1; and December 1 of each year, respectively. The list shall include the following information to the extent it is in the County's possession: 1) Name; 2) Employee Identification Number; 3) Classification; 4) Job Code; 5) Union Code Description; 6) Work Address; 7) Work Phone Number; and 8) Personal Email Address. In accordance with the California Public Records Act, Government Code Section 7928.300(a)(3), the County will not disclose the home address and phone numbers of employees performing law enforcement functions.

SECTION 5. EMPLOYEE REPRESENTATIVES AND RELEASE TIME

- 5.A. EMPLOYEE REPRESENTATIVES.** Employee Representatives of ACMEA'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's bargaining committee shall be extended the same privilege to participate in any meetings mutually called by the parties during the term of this MOU for review of grievances and contract compliance questions.
- 5.B. LIMITATION OF TIME OFF.** Employee representatives shall not be permitted time off from their work assignments for the purpose of conducting general ACMEA business.
- 5.C. PURPOSE.** The County recognizes the need and affirms ACMEA's right to designate authorized representatives from among employees in the unit. It is agreed that ACMEA appoints such authorized representatives for the purpose of promoting effective working relationships.
- 5.D. ROLE OF THE AUTHORIZED REPRESENTATIVE.** The County recognizes ACMEA's right to represent employees in connection with grievances which arise under Section 19. (Grievance Procedure) of this MOU.
- 5.E. SELECTION OF SITE REPRESENTATIVES.** ACMEA shall reserve the right to designate the method of selection of authorized representatives. ACMEA shall notify the HRS ELR Division in writing of the names of the representatives and the units they represent. If a change in ACMEA representatives is made, the HRS ELR Division shall be advised in writing of the ACMEA representative being replaced and the ACMEA representative named to take their place. The number of ACMEA representatives shall be mutually agreed upon and a list of ACMEA representatives shall be submitted to the HRS ELR Division.
- 5.F. DUTIES AND RESPONSIBILITIES OF ASSOCIATION REPRESENTATIVE.** The following functions are understood to constitute the complete duties and responsibilities of the ACMEA representative.
1. The employee may be represented by an ACMEA representative at such time as a grievance is reduced to writing and provided to the Agency/Department. The ACMEA representative shall report any release time taken for the purpose of investigating a grievance to their supervisor as ACMEA representative leave (payroll code UNI).

2. ACMEA representatives/employees who are authorized to participate in the meet and confer process or participate on a labor management committee, shall report such time as payroll code MCL and LMC, respectively.
3. ACMEA representatives/employees who are authorized to participate in MOU negotiations shall report such time as payroll code NEG.

SECTION 6. HOURS OF WORK AND REST PERIODS

- 6.A. HOURS OF WORK.** Hours of work on the normal workday shall be eight (8) hours; the normal workweek shall consist of forty (40) hours for all employees covered by this MOU.
- 6.B. REST PERIODS.** Each employee shall be granted a rest period of fifteen (15) minutes during each work period of more than three (3) hours duration; provided, however, that such rest periods are not scheduled during the first or last hour of such period of work. In the event that the conduct of assigned job duties at a given location or on a given day may preclude the taking of a rest period by an employee, the employee waives their right to said rest period and any right or compensation thereof. No wage deduction shall be made, nor time off charged against employees taking authorized rest periods, nor shall any rights or overtime be accrued for rest periods not taken. There is no obligation upon the County to provide facilities for refreshments during the rest periods, or for procurement thereof.
- 6.C. REQUIRED EQUIPMENT.** Employees are expected to be at their individual workstations with required equipment in operable condition at the scheduled shift starting time.
- 6.D. ALTERNATE BI-WEEKLY WORK SCHEDULE**
1. Notwithstanding subsection 6.A. (Hours of Work), effective September 19, 2021, a Lieutenant (Job Code ("JC") 8620), Captain (JC 8625), or Division Commander (JC 8635), working in the Sheriff's Office, may be assigned to either a flexible (4-10) or an alternate bi-weekly work schedule.
 2. The Sheriff, shall, in their discretion, determine which, if any, classifications and positions shall be eligible for the alternate bi-weekly work schedule, and retains the right, upon appropriate notice to ACMEA and after meeting and conferring if requested by ACMEA, to make changes in the classifications and positions eligible for such alternate bi-weekly work schedule or to eliminate the program in its entirety.

SECTION 7. ADDITIONAL COMPENSATION

- 7.A. SPECIAL EVENT ASSIGNMENT.** Employees in JCs 8620 (Lieutenant), 8625 (Captain), and 8635 (Division Commander) when assigned to and working at the annual County Fair, the Coliseum Law Enforcement Detail or other non-County sponsored event that is not a normal work assignment and for which the Sheriff's Office enters into a contract to provide security services resulting in a work week of more than forty (40) hours, shall receive an additional 12.1% of the equivalent of the bi-weekly step five (5) rate of the assigned employee's job code, including base pay and any adjustments provided for in subsection 7.E. (Educational and Career Incentive Plans) as additional compensation for each shift worked in excess of 40 hours during that work week.

7.B. EMERGENCY COMPENSATION. Employees in JCs 8620 (Lieutenant), 8625 (Captain), and 8635 (Division Commander) when assigned to and working more than eight (8) hours in an emergency situation, as determined in the sole discretion of the Sheriff, shall receive an additional 12.1% of the equivalent of the bi-weekly step five (5) rate of the assigned employee's job code, including base pay and any adjustments provided for in subsection 7.E. (Educational and Career Incentive Plans) as additional compensation for each shift worked in excess of forty (40) hours during that work week. The activities set forth and the compensation provided in the immediately preceding paragraph for the activities described therein are the exclusive compensation for those activities under this section and will not increase pursuant to this paragraph.

7.C. ALTERNATIVE BIWEEKLY WORK SCHEDULE COMPENSATION. Employees who are required by the Sheriff or designee to work an alternative biweekly work schedule of 84 hours per pay period on a regular basis shall be compensated an additional five percent (5%) of the base pay. Employees who are compensated under this subsection shall not receive any additional compensation related to subsection 7.F. (Special Operations and Assignments). The alternative biweekly work schedule (84 hours) shall be one of three (five-day) weekly schedules authorized by the Auditor-Controller and approved by the Sheriff, except for the positions designated as 12-hour shift by the Sheriff.

Effective September 13, 2026, the limitation for compensation under this subsection 7.C. and subsection 7.F. (Special Operations and Assignments) shall no longer apply.

7.D. COMPENSATION ACKNOWLEDGEMENT. The Parties acknowledge that all classifications subject to subsections 7.A. (Special Event Assignment), 7.B. (Emergency Compensation), and 7.C. (Alternative Biweekly Work Schedule Compensation) are "overtime exempt" (i.e., exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act ("FLSA"), and not entitled to overtime under any provision of California state law). Employees in JCs 8620 (Lieutenant), 8625 (Captain), and 8635 (Division Commander) are not eligible to receive additional compensation except as expressly provided for herein under Section 7. (Additional Compensation). Additional compensation may be provided to an exempt employee pursuant to 29 C.F.R. §541.604(a) and shall not be deemed to make any employee receiving such compensation "non-exempt" for any purpose.

7.E. EDUCATION AND CAREER INCENTIVE PLANS. During the term of this MOU, employees shall be eligible to receive additional compensation based on the following educational incentive program:

- Possession of an Associate of Arts degree from a recognized college or university or POST Intermediate Certification – two and one-half percent (2.5%) of the base pay;
- Possession of a Bachelor of Arts or Bachelor of Science degree from an accredited college or university or POST Advanced Certificate – six percent (6.0%) of the base pay; or
- Possession of a Master of Arts or Master of Science degree from an accredited college or university or POST Management Certificate – eight and one-half percent (8.5%) of the base pay.

Effective September 13, 2026, the education incentive shall be increased by two percent (2.0%) as follows:

- Possession of an Associate of Arts degree from a recognized college or university or POST Intermediate Certification – four and one-half percent (4.5%) of the base pay;

- Possession of a Bachelor of Arts or Bachelor of Science degree from an accredited college or university or POST Advanced Certificate – eight percent (8.0%) of the base pay; or
- Possession of a Master of Arts or Master of Science degree from an accredited college or university or POST Management Certificate – ten and one-half percent (10.5%) of the base pay.

In addition, upon completion of 30 hours or three (3) units of seminars or courses, respectively, as approved by the Sheriff, employees shall be eligible for an additional two and one-half percent (2.5%) compensation of the base pay for a one-year period. This additional two and one-half percent (2.5%) shall be renewed on an annual basis if the educational requirements are met.

Under no circumstances will the amount of compensation pursuant to the provisions of this subsection 7.E. exceed ten and one-half percent (10.5%).

7.F. SPECIAL OPERATIONS AND ASSIGNMENTS. Employees shall be compensated an additional five percent (5.0%) of their base pay per biweekly pay period in accordance with the following when assigned to the Special Operations Group or assignments. Employees shall receive a maximum of five percent (5.0%) additional compensation regardless of the number of specialized assignments held concurrently.

1. **Special Operations Group.** In addition to the regular assignment, no more than two (2) positions each when in charge of the:
 - Special Response Unit ("SRU")
 - Crisis Intervention Unit (CIU)
 - Explosive Ordinance Disposal ("EOD")
2. **Eden Township Substation.** No more than one (1) employee in JC 8620 (Lieutenant) each when assigned to the:
 - Investigative Unit
 - D.U.I., Tri-Valley Substation, SRO Unit, COPPS Unit, and Parking Enforcement Unit
 - Administrative Lieutenant
3. **Explosive Ordinance Disposal.** Employees in JCs 8620, 8625, and 8635 when assigned to the EOD team.

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

1. **Positions Designated Bilingual.** Upon the recommendation of the Sheriff and the approval of the Director of Human Resource Services, a person occupying a position designated as requiring fluency in a language other than English shall receive an additional forty dollars (\$40) per biweekly pay period. A person occupying such position having proficiency in three (3) or more languages shall receive forty dollars (\$40) per pay period provided that such person is required to utilize such additional languages in

the course of their duties for the County. Effective September 13, 2026, the bilingual pay stipend shall be increased to sixty dollars (\$60) per biweekly pay period.

2. **Bilingual Pay for Services Requested.** An employee who is eligible for bilingual pay referenced in 7.G. (Bilingual Pay) and directed by the Sheriff to use and uses the bilingual skills on an as-needed basis, shall be compensated forty dollars (\$40) for any pay period in which the employee is so directed and uses the bilingual skills in the course of the employee's assignment. Effective September 13, 2026, the bilingual pay stipend shall be increased to sixty dollars (\$60) per biweekly pay period. Employees receiving compensation under subsection 7.G.1. (Positions Designated Bilingual) shall not be eligible for compensation under this subsection 7.G.2. (Bilingual Pay for Services Requested).

SECTION 8. HEALTH AND SAFETY

- 8.A. **EQUIPMENT.** The County shall comply with all applicable State, Federal and County safety regulations and shall furnish to all employees all safety equipment required by law. Furthermore, the County shall provide all equipment deemed essential by the Sheriff to complete assigned duties.
- 8.B. **EQUIPMENT: LIABILITY FOR COSTS OF MISUSE.** Any employee who damages or loses through negligence any equipment issued or provided by the County shall be liable to the County for the actual costs approximately resulting from such misuse or loss. Misuse of a County car is covered under the County Administrative Code Section 3.32.070 (Misuse of County-owned vehicles) and for the purposes of this subsection 8.B. (Equipment: Liability for Costs of Misuse), is not defined as equipment.

SECTION 9. UNIFORMS

- 9.A. **ALLOWANCE FOR SWORN EMPLOYEES.** Upon completion of twelve (12) continuous months of employment, the County shall pay each employed, sworn employee, a per annum uniform allowance in the amount equivalent to that paid to the Deputy Sheriff's Association represented employees. The amount of the annual uniform allowance shall be paid in two (2) installments. One-half (1/2) of the allowance shall be paid the first pay day in June and one-half (1/2) of the allowance shall be paid on the first pay day in December for the term of the MOU.

The department shall provide the approved specialty uniform to each employee assigned to the units of SRU and EOD.

- 9.B. **TERMINATION AND REINSTATEMENT.** Under no circumstances, however, shall an employee, as a result of termination and subsequent reinstatement, be entitled to payment of a greater uniform allowance than if the employee had remained employed without interruption of service.
- 9.C. **REPLACEMENT.** The County shall 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 the damage or loss was not caused by or contributed to by any negligence on the employee's part. The determination whether to repair or replace the uniforms or equipment shall be at the discretion of the Sheriff.

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

SECTION 10. HOLIDAYS

10.A. HOLIDAYS DEFINED

1. Paid holidays shall be:

Date Observed	Known As
January 1	New Year's Day
Third (3 rd) Monday in January	Dr. Martin Luther King, Jr. Birthday
February 12	Lincoln's Birthday
Third (3 rd) Monday in February	President's Day
Last Monday in May	Memorial Day
June 19	Juneteenth
July 4	Independence Day
First (1 st) Monday in September	Labor Day
November 11	Veteran's Day
Fourth (4 th) Thursday in November	Thanksgiving
Day after Thanksgiving	Day after Thanksgiving
December 25	Christmas

2. All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved in writing by three (3) or more members of the Board of Supervisors.
3. In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this MOU.

10.B. FLOATING HOLIDAY

1. Employees hired prior to July 1 of each year shall be entitled to four (4) floating holidays (32-hours), scheduled by mutual agreement of the employee and the Sheriff, and taken within the calendar year. Any floating holidays not taken before the end of the calendar year shall not carry over to the following calendar year and shall be forfeited. Employees hired after July 1 shall not be entitled to this holiday for the calendar year in which the employee was hired.
2. Effect on Leave Without Pay on Floating Holidays. Employees who are on continuous leave without pay at the beginning of the calendar year will be eligible to use floating holiday hours for that calendar year when they return on paid status during the same calendar year.

- 10.C. NUMBER OF HOLIDAYS FOR SHIFT WORKERS.** Except as provided in subsection 10.D. (Holidays to be Observed on Workdays) 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.

- 10.D. HOLIDAYS TO BE OBSERVED ON WORKDAYS.** In the event that January 1; February 12; June 19; July 4; November 11; or December 25 shall fall on a Saturday, said holiday shall be observed on the preceding Friday. In the event that any of said holidays enumerated in this subparagraph shall fall on a Sunday, said holiday shall be observed on the following Monday. A day proclaimed as a nationwide or statewide public holiday, day of fast, day of mourning, or day of thanksgiving and approved in writing by three (3) or more members of the Board of Supervisors, shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed.

Notwithstanding the observance of holidays specified in subsection 10.D. (Holidays to be Observed on Workdays) herein, and including the provisions of subsection 10.C. (Number of Holidays for Shift Workers) herein, when December 25, January 1, June 19, or July 4 occur in the calendar year on a Saturday or Sunday and a weekend worker is scheduled on said day, the employee shall celebrate the Christmas holiday on December 25, the New Year's holiday on January 1, February 12, June 19, July 4, and November 11, on the actual day rather than the County designated day of observance of the holiday.

- 10.E. HOLIDAY COMPENSATION.** Holidays not worked shall be compensated at straight time.

1. **VALUE OF A HOLIDAY.** The value of a holiday occurring within a pay period shall be equal to one-tenth (1/10) of an employee's hours in paid status during that pay period. The maximum value of a holiday is eight (8) hours for employees in a classification normally scheduled to work 80-hours per pay period.
2. **ELIGIBILITY FOR HOLIDAY PAY.** To be eligible for holiday pay, except pay for a floating holiday, an employee must be on a paid status on the employee's scheduled workday before and the employee's scheduled workday after the holiday.

SECTION 11. HEALTH AND WELFARE

- 11.A. MEDICAL PLANS.** The County offers Health Maintenance Organization ("HMO") medical plan options, a Preferred Provider Organization ("PPO") or indemnity medical plan. Alternative plan options listed in subsection 11.C.2 (Duplicate Coverage) apply to employees who receive alternate coverage through the County. Employees who are regularly scheduled to work at least fifty percent (50%) of the normal full-time bi-weekly pay period for their classification, shall be entitled to elect coverage from the available options.

The County and covered employees share the cost of medical premiums as follows:

1. **Payment of Premiums.** The County will pay eighty-five percent (85%) of the total semi-monthly premium for coverage for an HMO plan or eighty-five percent (85%) of the total premium of the lowest cost HMO plan toward the total semi-monthly premium for a PPO or Indemnity Plan at the corresponding level of coverage (i.e., Self, Self + 1 Dependent, Family). The balance of the semi-monthly medical premium shall be paid by the employee through payroll deduction.
2. **Proration.** The County contribution in subsection 11.A.1. (Payment of Premiums) shall

be prorated each pay period based upon a proportion of hours the employee is on paid status excluding vacation purchase hours referenced in subsection 16.J. (Vacation Purchase Plan), which do not count as hours in paid status within that biweekly pay period to the normal full-time biweekly pay period for the job classification, and, provided further that the employee is on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying one hundred percent (100%) of the semi-monthly medical premium for the benefit and the County will make the contribution.

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

1. **Payment of Premiums.** The County shall contribute the total semi-monthly premium for a County-offered dental plan at the corresponding level of enrollment (i.e., Self, Self + 1 Dependent, Family) provided the employee is eligible and on paid status (excluding vacation purchase hours referenced in subsection 16.J. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty (50%) percent of the normal full-time pay-period for the job classification. If the employee is not on paid status at least fifty percent (50%) of the normal full-time bi-weekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly dental premium payment for the benefit.
2. **Annual Benefits Maximum for County-offered PPO Plan.** The maximum annual dental coverage limit shall be \$1,550.

The maximum annual dental coverage limit shall be increased to \$1,900 effective Plan Year 2027.

11.C. CHANGES IN MEDICAL AND DENTAL COVERAGE

1. **Benefits Subject to Availability.** The foregoing County-offered medical and dental options described above shall remain available to the extent that the applicable carrier continues to offer them. The County will notify ACMEA of changes in the availability of any of the above County-offered benefit plans. Within seven (7) days of receiving such notice, ACMEA may request to meet and confer regarding the impact of the change.

The parties agree that the County may make changes during the term of the MOU to the medical and dental plans that do not materially impact the health benefits upon notice to ACMEA. Within seven (7) days of receiving such notice, ACMEA may request to meet and confer with the County.

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

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

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

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

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

- Up to one (1) full family PPO plan with up to one (1) PPO full family supplemental plan;
- Up to one (1) full family plan with up to one (1) full family DHMO plan;
- UP to one (1) full family DHMO plan; or
- Up to one (1) full family PPO plan.

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

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

- a. **Medical Plan.** Employees who are absent on leave without pay including vacation purchase hours in subsection 16.J. (Vacation Purchase Plan) during a pay period that the semi-monthly premium is paid shall have their County contribution toward their medical premium prorated as provided in subsection 11.A.2. (Proration).
- b. **Dental Plan.** Employees who are on paid status less than fifty percent (50%) of the normal full-time biweekly pay period due to leave without pay including vacation purchase hours in subsection 16.J. (Vacation Purchase Plan), shall be responsible for one hundred percent (100%) of the semi-monthly dental premium.

Employees may elect to continue uninterrupted medical or dental coverage for the duration of their leave without pay by paying one hundred percent (100%) of their current medical or dental plan premiums or enroll in and pay one hundred percent (100%) of the premiums of a lower level of medical or dental plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level of medical or dental plan coverage while on leave without pay shall maintain the same lower level of coverage through the duration of the Plan Year and may only restore to their prior level of medical or dental plan coverage during Open Enrollment.

Failure to pay the premiums will result in a lapse in coverage. Employees who are on leave without pay, and who lose their medical or dental plan coverage for three (3)

months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the leave by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. Such employees will be subject to any deductibles, maximums, and waiting periods that are applicable to the Plan Year in which they return to work. The effective date of coverage will be based on guidelines established by the County.

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

4. **Special Enrollment Due to Change in Status.** To make changes to employee benefit elections outside of the annual Open Enrollment period for a County-sponsored medical or dental plan, employees must notify EBC within thirty (30) calendar days when they experienced a qualifying event (e.g. marriage, adoption, loss of medical or dental coverage by spouse/domestic partner) in involving a change in status as defined by Internal Revenue Code Section 125.
 5. **Open Enrollment.** Eligible employees may choose from the medical or dental plans offered by the County and make benefit election changes during the County's annual Open Enrollment period.
- 11.D. **VISION PLAN.** Employees shall be eligible to participate in the County Voluntary Vision Plan. The premium cost shall be paid by the employee.

11.E. LIFE INSURANCE

1. **Basic Life Insurance.** Except for intermittent employees and employees who are regularly scheduled to work less than the normal workweek for the job classification, basic group life insurance coverage of \$25,000 will be provided to each employee who meets the County enrollment requirements. Basic Life Insurance is subject to policy eligibility requirements, age limitations, coverage exclusions, conversion rights and all other provisions set forth in the Evidence of Coverage.
 2. **Supplemental Life Insurance.** Voluntary employee supplemental life insurance may be purchased on a pre-tax basis through payroll deductions by the eligible employees. Voluntary employee supplemental life insurance is subject to premium costs, eligibility requirements, evidence of insurability, age limitations, coverage exclusions, conversion rights, and all other provisions set forth in the plan document.
- 11.F. **SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 11.A. (Medical Plans) and have qualifying alternate medical coverage, are eligible to enroll in the Share the Savings plan if they choose to waive their County-sponsored medical coverage or reduce their applicable level of enrollment (i.e., Self, Self + 1 Dependent, Family). The stipend provided by this plan is taxable, payable on a semi-monthly basis, and subject to subsection 11.A.2. (Proration).
1. **Tiers and Monthly Stipend.** The County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee are as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$200.00
Employees who decline Family coverage and elect Single coverage.	\$150.00
Employees who decline Family coverage and elect 2-Party coverage.	\$100.00
Employees who decline 2-Party coverage and elect Single coverage.	\$100.00

Effective Plan Year 2027, the County's Share the Savings plan tiers and monthly stipend amounts for each eligible employee shall be as follows:

Tier	Monthly Stipend
Employees who decline all medical coverage.	\$300.00
Employees who decline Family coverage and elect Single coverage.	\$250.00
Employees who decline Family coverage and elect 2-Party coverage.	\$200.00
Employees who decline 2-Party coverage and elect Single coverage.	\$200.00

2. **Proration.** The stipend shall be prorated each pay period based upon a proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 16.J. (Vacation Purchase Plan), which do not count as hours in paid status) within that bi-weekly pay period to the normal full-time bi-weekly pay period for the job classification. An employee who is not on paid status at least fifty percent (50%) of the normal full-time bi-weekly pay period for that classification will not receive the monthly stipend for that bi-weekly pay period.
3. **Effects of Leave Without Pay.** Employees on leave without pay (including vacation purchase hours referenced in subsection 16.J. (Vacation Purchase Plan)) during a pay period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 11.A.2. (Proration).

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

1. During the annual Open Enrollment for each new plan year, or within the first 30 days of becoming eligible, the County Allowance will be allocated towards the eligible plans as follows, if elected:
 - Medical
 - Vision
 - Supplemental Employee Group Life Insurance
 - Accidental Death and Dismemberment Insurance
2. The remaining County Allowance funds, up to five hundred dollars (\$500), are automatically deposited into the employee's Health Care Flexible Spending Account

(Health Care FSA). In addition, the employee may allocate remaining County Allowance funds and/or pre-tax salary contributions towards eligible Health Care, Dependent Care, and/or Adoption Assistance Flexible Spending Accounts. Unallocated and/or unused funds are subject to subsection 11.H.4. (Unallocated and/or Unused Funds).

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

1. **Annual Allowance.** The annual County Allowance amount shall be three thousand and one hundred dollars (\$3,100).

Effective Plan Year 2027, the annual County Allowance amount shall be three thousand and six hundred dollars (\$3,600).

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

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

3. **Limitation.** Except in the case of a termination, reinstatement or a qualifying change in status event, an employee may not make any changes to his or her County Allowance allocation or Flexible Spending Accounts during the year.
4. **Unallocated and/or Unused Funds.** Failure by the employee to allocate his or her County Allowance to the eligible benefits noted in subsection 11.G. (Cafeteria Benefit Plan) within the stated timeframe will result in having the unallocated funds, up to a maximum of five hundred dollars (\$500), deposited into the employee's Health Care Flexible Spending Account pursuant to the IRS regulations. Unallocated County Allowance funds exceeding five hundred dollars (\$500) shall be paid out in the form of an after-tax earnings on a semi-monthly basis. Any remaining unspent funds in any of the Flexible Spending Accounts (Health Care, Dependent Care, and/or Adoption Assistance) at the end of the year, including salary contributions, are County funds.

SECTION 12. 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 13. 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 their normal working hours shall be allowed to do so without any loss of pay.

SECTION 14. NOTICE OF LAYOFFS

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

SECTION 15. LEAVES OF ABSENCE

- 15.A. LEAVE MAY NOT EXCEED NINE (9) 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 (9) months, except as hereinafter provided.
- 15.B. NO LEAVE TO ACCEPT OUTSIDE EMPLOYMENT.** A leave of absence without pay may not be granted to an employee accepting either private or public employment outside the service of the County of Alameda, except as hereinafter provided.
- 15.C. MILITARY LEAVE.** Employees shall be entitled to military leaves of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. Employees must present to their supervisor a copy of their military orders which specify the dates and duration of such leave.

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

1. Paid military leave which may be granted during a fiscal year for continuous or intermittent military leave, is limited to a maximum of two hundred forty (240) working hours during ordered military leave, including necessary travel time. The two hundred forty (240)-hour limit reflects the equivalent of thirty (30) 8-hour days but is designated in hours to account for alternative work schedules.
2. During the period specified in this subsection, the employee shall be entitled to receive pay only for those hours which the employee would have been regularly scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for hours worked during a shift they would have been scheduled to work or scheduled for paid holiday leave, had they not been on military leave.
4. In no event shall an employee be paid for time they would not have been scheduled to work during said military leave.

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

- 15.D. TEMPORARY APPOINTMENT DUE TO MILITARY LEAVE.** The Sheriff may grant an employee a leave of absence without pay from their position to permit such employee to be temporarily appointed to fill a position which is vacant as the result, and during the period of a military leave of absence.
- 15.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 (1) such leave of absence shall exceed a period of one (1) year.
- 15.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 (1) such leave of absence shall exceed a period of one (1) year.
- 15.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.
- 15.H. LEAVE OF ABSENCE TO ACCEPT APPOINTMENT TO ANOTHER POSITION IN THE CLASSIFIED SERVICE.** An employee having tenure in a classification in the classified service of the County may be granted a leave of absence without pay from the position to which they have tenure until they obtain tenure to such other position, or their appointment thereto is terminated for any reason, whichever first occurs. In the event of the return of such employee to the position from which leave of absence was granted, the employee with the least seniority in such class in such Department shall be laid off if all authorized positions are filled.
- 15.I. LEAVE FOR ASSIGNMENT TO SPECIAL PROJECT.** An employee having tenure in a classification in the classified Civil Service, who is appointed to the classification of Project Specialist, may be granted a leave of absence without pay from the classification in which they have tenure, by the Sheriff, for the duration of said employee's assignment to the special project.
- 15.J. PREGNANCY DISABILITY LEAVE.** An employee who is disabled by pregnancy, childbirth, or a related medical condition is entitled to an unpaid, job-protected leave of absence of up to 17 and 1/3 weeks as determined by the employee's health care provider, in accordance with the Fair Employment and Housing Act (FEHA), Pregnancy Disability Leave (PDL) provision. Employees who are approved for PDL will have their accrued sick leave automatically applied or supplemented to maintain full or partial wages, if they are eligible and receiving State Disability Insurance (SDI). If employees exhaust their sick leave, their vacation leave, compensating time off or other accrued paid leave will automatically be applied to their PDL unless the employee requests, in writing, not to have

their other leave balances applied. For an employee who is regularly scheduled to work less than the full-time work week for the classification, usage of accrued paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have been regularly scheduled to work and would have worked but for PDL. The employee shall be entitled to sick leave, when eligible, with pay accumulated pursuant to Section 17. (Sick Leave) of this MOU. The scheduling of child bonding leave (either under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA)) on an intermittent basis and/or requests for a reduced work schedule are subject to mutual agreement by the employee and the Sheriff as allowed by law.

PDL runs concurrently with approved leave under federal FMLA, if eligible. Reinstatement of an employee returning from PDL or other job-protected leave shall be to the same classification the employee occupied when the leave was taken, and the Sheriff shall make their best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. The determination on whether the Sheriff has used their best effort herein shall not be subject to the grievance procedures.

15.K. CHILD BONDING LEAVE.

1. **Child Bonding Leave Under California Family Rights Act (CFRA) and Family Medical Leave Act (FMLA).** An employee who is a new parent (birth, adoptive or foster placement) is entitled to an unpaid, job-protected leave of absence to bond with a new child up to 12-weeks, within one (1) year of the qualifying event, in accordance with CFRA and FMLA. Child bonding leave taken under CFRA runs concurrently with approved leave under FMLA, if eligible. The scheduling of child bonding leave (either on CFRA or FMLA) on an intermittent basis shall be a basic minimum duration of two (2) weeks; however, an employee shall be permitted leave of less than two (2) weeks' duration on any two (2) occasions. Any requests for additional occasions of the intermittent leave or a reduced work schedule are subject to approval by the Sheriff as allowed by law.
2. **Additional County Child Bonding Leave Not Covered by CFRA/FMLA.** An employee who has completed one (1) year of service, may be eligible to take up to a total of 26-weeks of leave inclusive of time under FEHA PDL and Child Bonding Leave under CFRA/FMLA; however, any additional leave taken up to the maximum of 26-weeks of total leave that is not covered under FEHA PDL or CFRA/FMLA may be taken utilizing the employee's own leave balance or will be considered authorized leave without pay and subject to subsection 15.L. (Effect of Leave Without Pay). If an employee's combined leave under FEHA PDL and CFRA/FMLA is 26-weeks or more, the employee shall not be eligible for Additional County Child Bonding Leave under this subsection.
3. **Application of Employee Accrued Leave During Child Bonding.** An employee's accrued vacation leave, or other accrued paid leave (excluding sick leave) will automatically be supplemented during the period of child bonding leave referenced in subsection 15.K.1. (Child Bonding Leave Under CFRA/FMLA) and 15.K.2. (Additional County Child Bonding Leave Not Covered by CFRA/FMLA), unless the employee requests, in writing, not to have their other leave balance applied. In the case of an employee who is regularly scheduled to work less than the full-time workweek for the classification, paid leave shall be granted only for those days, or fractions thereof, on which such an employee would have worked but for child bonding leave.

4. **Use of Sick Leave During Child Bonding.** The use of sick leave during child bonding leave shall not be permitted unless they are otherwise eligible to use it as provided in Section 17. (Sick Leave).
5. **Reinstatement Following Child Bonding Leave.** Reinstatement of an employee returning from child bonding leave or other approved leave referenced herein shall be to the same classification the employee occupied when the leave was taken and the Sheriff shall make their best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. The determination on whether the Sheriff has made their best effort herein shall not be subject to the grievance procedure.

15.L. EFFECT OF LEAVE WITHOUT PAY. No benefits or time credit such as sick leave or vacation shall be earned during the period when an employee is absent on leave without pay, except as required by law or otherwise specified herein this MOU.

15.M. LEAVE FOR REPRODUCTIVE LOSS. Effective January 1, 2024, after 30 days from the date of employment, employees shall be entitled to an unpaid leave of absence of up to five (5) days for each reproductive loss event, up to a maximum of 20 days within a 12-month period. Employees may elect to use their accrued leave balances for all hours of their scheduled workdays. The leave may be taken non-consecutively and must be taken in increments of one (1) workday and completed within three (3) months of the date of the event entitling the employee to such leave. For employees on pregnancy disability leave, FMLA/CFRA leave or other leave entitlement under state or federal law, the reproductive loss leave is in addition to any other such leave entitlement and must be completed within three (3) months of the end date of the other leave.

For purpose of this subsection, a "reproductive loss" is defined as the loss experienced by an employee, the employee's current spouse or domestic partner, or another individual who would have been a parent of a child born as a result of the pregnancy or through adoption. The following events are considered reproductive losses:

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

To request such leave, employee must complete and submit the "Request for Reproductive Loss Leave" form to their Agency/Department Human Resources Representative.

15.N. BEREAVEMENT LEAVE. Leave of absence with pay because of death in the immediately family of a person in the County service shall be granted by the Sheriff for a period not to exceed five (5) days. Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first five (5) days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave. Employees are required to complete and submit the Bereavement Leave Statement within 30 days of the start of the bereavement leave, and the bereavement leave shall be completed within three (3) months of the date of the death of the immediate family member but need not to be taken consecutively.

For purpose of this subsection, "immediate family" means a:

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

An additional two (2) 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 three hundred (300) road miles from the employee's residence is required. Entitlement to leave of absence under this subsection shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first day is concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

15.O. VICTIM AND FAMILY SUPPORT LEAVE. Effective January 1, 2025, in accordance with Government Code §12945.8 and any amendments thereto, employees are entitled to an unpaid, job-protected leave of absence if they or their family members are a victim of a qualifying act of violence ("QAV"). This leave runs concurrently with any leave under the California Family Rights Act and the Family Medical Leave Act, if the employee is eligible.

1. **Use of Paid Leave.** Employees may elect to use accrued sick leave, vacation, or other available paid leave balances for leave taken pursuant to this subsection. For employees scheduled to work less than the full-time work week, use of paid leave shall be granted only for those days, or fractions thereof, that the employee was scheduled to work. Employees who do not elect to use accrued leave or lack sufficient leave accruals to cover the leave taken under this subsection shall be granted authorized leave without pay.
2. **Request and Documentation.** When feasible, employees must provide advance notice and, if requested, reasonable documentation to support the leave. To request the leave, employees must complete and submit the "Request for Victim and Family Support Leave" form to their Agency/Departmental Human Resources Officer/Representative.

SECTION 16. VACATION LEAVE

16.A. VACATION ACCRUAL.

1. **Two weeks accrual** – Employees shall accrue two (2) weeks of vacation annually until completion of 104 full-time bi-weekly pay periods (4 years) of continuous employment.
2. **Three weeks accrual** – Employees shall accrue three (3) weeks of vacation annually after the completion of 104 full-time bi-weekly pay periods (4 years) of continuous employment and until completion of 286 full-time bi-weekly pay periods (11 years) of continuous employment.
3. **Four weeks accrual** – Employees shall accrue four (4) weeks of vacation annually after the completion of 286 full-time bi-weekly pay periods (11 years) of continuous employment

and until completion of 520 full-time bi-weekly pay periods (20 years) of continuous employment.

4. **Five weeks accrual** – Employees shall accrue five (5) weeks of vacation annually after the completion of 520 full-time bi-weekly pay periods (20 years) of continuous employment.

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

16.C. DATE WHEN VACATION CREDIT STARTS AND VACATION TAKEN. Vacation credit shall begin on the first day of employment. Vacation leave may be granted up to a maximum of eighty (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.

Vacation will be scheduled by mutual agreement between the Sheriff and the employee. Employees shall be allowed to divide their vacation leave in any calendar year into two (2) segments. The Sheriff, at their discretion, may grant an employee additional segment of vacation.

Employees shall be allowed up to two (2) times their annual vacation accrual during any calendar year, provided that they have accumulated sufficient unused vacation leave, with the permission of the Sheriff.

Employees 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 the purpose of such request is to reduce accrued vacation leave balances to the level which will permit further vacation accrual.

16.D. LIMITATION ON UNUSED VACATION LEAVE BALANCE. The accrual of vacation leave shall cease in any pay period in which the employee's vacation accrual reaches its maximum balance and shall not recommence until the employee's vacation leave balance falls below its maximum. Employees are responsible for scheduling sufficient vacation to reduce their accrued vacation leave balance to levels below their maximum balance, however, the Sheriff shall make reasonable effort to accommodate written requests that specifically state they are intended to reduce excess vacation leave balances.

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

Vacation Accrual Rate	Maximum Pay Period Balance
2 weeks	4 weeks
3 weeks	6 weeks
4 weeks	8 weeks
5 weeks	10 weeks

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

16.F. CASH PAYMENT OF ACCRUED VACATION LEAVE UPON SEPARATION. Employees who separate from the County service for any reason shall be paid for unused vacation leave at their biweekly or hourly rate, as established for their classification in Appendix A (Salaries) up to the date of separation.

16.G. EFFECT OF ABSENCE ON CONTINUOUS SERVICE. Absence due to authorized leave without pay, layoff, or time when an employee is temporarily not employed by the County, shall not be considered as an interruption of continuous service for vacation qualification purposes, if the employee is reemployed within three (3) years. For purposes of qualifying for twenty (20) working days' vacation leave, where an employee has been employed by the County without interruption for the past ten (10) years, all service of such employee shall be deemed to have been continuous.

16.H. PERSONAL LEAVE. An employee shall be allowed two (2) days in any calendar year from their 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.

16.I. VACATION PURCHASE PLAN. Full-time employees accruing vacation at the two (2) week per year rate may elect to purchase, during Open Enrollment, one (1) additional week of vacation over and above their regular entitlement as set forth in this MOU.

1. Employees purchasing or using purchased vacation is responsible for all County costs associated with vacation purchase.

For the pay period in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by the County towards premium based and accrued benefits including retirement, County medical and dental plans, sick leave, and vacation time for all bi-weekly hours, or portions thereof, coded as purchased vacation. These prorated premium costs shall be deducted from the employees' paycheck for the bi-weekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation and sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards seniority, hours in step, or towards the completion of the probationary period or retirement service credit.

Employees will not be eligible to receive holiday pay if Vacation Buy hours are used the day before and/or the day after a holiday. In addition, holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.

2. The County retains the right to eliminate vacation purchase upon appropriate notice to the union, and after meeting and conferring if requested, during the term of this MOU.

16.J. MANAGEMENT PAID LEAVE. The purpose of management paid leave is to recognize that the time required by management (M-designated) employees to complete their duties is not limited by the length of the normal County workweek by allowing employees paid leave of absence in each calendar year.

1. Each exempt employee, who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act, shall receive seven (7) days or fifty six (56) hours of paid leave of absence in each

calendar year in recognition of time worked in excess of the normal County workweek, to be scheduled by the employee, subject to the approval of the Sheriff and to be taken only within that calendar year.

2. Paid leave allowed pursuant to this subsection shall be scheduled by mutual agreement of the employee and the Sheriff and taken within the calendar year in which it was granted. The paid leave allocation will appear in the leave balances on the first paycheck in the month of January of each year. Any days or balance of paid leave hours that for any reason are not taken in the calendar year earned shall not thereafter be paid in any form.
3. An employee appointed after the start of the calendar year shall receive paid leave of absence prorated at the rate of 4.67 hours each month or any part of a month to be worked thereafter during the remainder of the calendar year.
4. Effective September 13, 2026, the management paid leave shall be increased to eight (8) days or sixty-four (64) hours. Newly appointed employees into this bargaining unit after the adoption of the MOU shall receive a prorated amount at the rate of 5.33 hours each month or any part of a month to be worked thereafter during the calendar year.

SECTION 17. SICK LEAVE

17.A. SICK LEAVE DEFINED. As used in this Section, "sick leave" means leave of absence of an employee because of the following:

1. illness or injury that renders the employee incapable of performing assigned work or duties for the County;
2. the employee's exposure to a contagious disease; or
3. routine medical or dental appointment of the employee.

17.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 MOU.

17.C. SICKNESS OR INJURY IN COURSE OF EMPLOYMENT. If an employee is incapacitated by sickness or injury arising out of and during the course of their employment, they shall be entitled to the benefits provided by the California Labor Code Section 4850, et seq. in lieu of sick leave.

If an employee continues to be disabled after eligibility for 4850 benefits has expired, regular Workers' Compensation temporary disability benefits will be paid to employees who are determined to be eligible for such benefits by the County's workers' compensation third party administrator. Eligible 4850 employees may supplement the temporary disability benefits with available accrued leaves, up to seventy five percent (75%) of the gross salary. Amount of leaves necessary for this purpose is computed for each case by the Auditor's Office.

17.D. CUMULATIVE SICK LEAVE PLAN. Employees shall accumulate sick leave with pay entitlement at the rate of four (4) hours for each full bi-weekly pay period on paid status.

17.E. RESTORATION OF CUMULATIVE SICK LEAVE BALANCES. An employee laid off due to a reduction in force who is, within three (3) years of the date of layoff, returned to County service from layoff status shall have the balance of unused cumulative sick leave accrued

pursuant to subsection 17.D. (Cumulative Sick Leave Plan) restored to them for use as provided in this section.

An employee, as defined in subsection 17.B. (Employee Defined), who separates from the County and is reinstated/rehired, for any reason other than lay-off (see above), by the County within one (1) year from the date of separation, shall have previously accrued and unused paid sick days reinstated up to a maximum of forty (40) hours. The employee shall be entitled to use the reinstated accrued and unused paid sick days as stated above.

17.F. 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.

17.G. FAMILY SICK LEAVE. Employees, as defined in subsection 17.B. (Employee Defined), are eligible to use, in each calendar year, up to nine (9) days of accumulated sick leave to attend to immediate family members who are ill or injured, including emergency or routine medical/dental appointments and/or to obtain or attempt to obtain any relief to help ensure the health, safety, or welfare of themselves or their child(ren) when the employee is a victim of domestic violence, sexual assault or stalking. For the purpose of this subsection "immediate family" means:

- Parent (biological, adoptive, foster-parent, step-parent, grand-parent or legal guardian of an employee or the employee's spouse or domestic partner) (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State) or a person who stood in loco parentis when the employee was a minor child);
- Spouse or domestic partner (upon submission of a written affidavit for domestic partnership as defined in Appendix B (Domestic Partners) or a notarized Declaration of Domestic Partnership [Form DP-1] filed with the California Secretary of State);
- Child (biological, adopted, foster-child, step-child, grand-child, legal ward or child to whom the employee stands in loco parentis);
- Sibling; and
- A "designated person" defined as any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees shall identify their "designated person" at the time the leave is requested and are limited to one (1) "designated person" per 12-month period.

17.H. SICK LEAVE DAYS OR FRACTIONS OF DAYS. Paid leave may be granted up to a maximum of eighty (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.

17.I. CASH PAYMENT UPON RETIREMENT. 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 bi-weekly or hourly rate in effect on the last day of County service for each classification as set forth in Appendix A (Salaries) times twenty percent (20%) of the employee's unused accrued sick leave, except in no event shall the maximum accrual for purposes of this payoff provision be greater than 1,040 hours (equivalent to 130, 8-hour days).

- 17.J. SICK LEAVE CREDIT AT RETIREMENT.** After the lump sum payment provided in accordance with subsection 17.I. (Cash Payment Upon Retirement) is determined, an employee shall receive retirement service credit equal to fifty percent (50%) of their remaining unused sick leave balance at the time of retirement. Sick leave hours for which a cash payment is made pursuant to subsection 17.I. (Cash Payment Upon Retirement) shall not be included in the calculation of retirement service credit.

SECTION 18. WAGES

- 18.A. WAGES.** Future wage increases for the classifications of Lieutenant (JC 8620); Captain (JC 8625); and Division Commander (JC 8635) will be the same percentage amount and effective on the same date as the increases granted to the classification of Sergeant (JC 8617).
- 18.B. LONGEVITY PAY**
1. **10 YEARS OF SERVICE.** Effective September 13, 2026, employees completing the equivalent of ten (10) or more years of continuous service (equivalent to 20,800 total service hours) shall receive an additional one percent (1%) compensation of the base pay.
 2. **20 YEARS OF SERVICE.** Effective September 13, 2026, employees completing the equivalent of twenty (20) or more years of continuous service (equivalent to or at least 41,600 total service hours) shall receive an additional one percent (1.0%) for a total of two percent (2.0%) compensation of the base pay.

SECTION 19. GRIEVANCE PROCEDURE

- 19.A. DEFINITION.** A grievance under this MOU is limited to only those instances where an employee, a group of employees or ACMEA alleges in writing that the County has failed to provide a condition of employment specifically set forth in this MOU, as adopted by ordinance, or in the annual Salary Ordinance provision that is directly relevant to the grievance or the grievant, and 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.
- 19.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.
- 19.C. DEPARTMENTAL REVIEW AND ADJUSTMENT OF GRIEVANCES.** The following is the procedure to be followed in the resolution of grievances.
1. **Step One.** An employee having a grievance shall first informally discuss it with their immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
 2. **Step Two.** If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of their own choice in this and all succeeding steps of subsection 19.C. (Departmental Review

and Adjustment of Grievances) and may thereafter file a grievance in writing with their immediate supervisor within seven (7) working days of the date of such informal discussion. Within ten (10) working days after receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with their answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days after receipt of the answer within which to file an appeal to the section head. The written appeal shall include a copy of the original grievance, the decision rendered at Step Two and a clear, concise statement of the reasons for the appeal to Step Three.

3. **Step Three.** The section head, or corresponding administrative level, shall have ten (10) working days in which to review and answer the grievance in writing. If the grievance is not resolved at this level, the employee or their representative shall have seven (7) working days from receipt of the answer within which to file an appeal with the division head, or corresponding administrative level. The written appeal shall include a copy of the original grievance, the decision rendered at Step Three and a clear, concise statement of the reasons for appeal to Step Four.
 4. **Step Four.** The division head, or corresponding administrative level, shall have twenty (20) working days after receipt of the written appeal in which to review and/or hold a meeting, if requested and agreed to between the parties. The division head, or corresponding administrative level, shall answer the grievance in writing within twenty (20) working days after holding the meeting, or if no meeting is held, after receipt of the written appeal. If a meeting is held, the employee's representative may be present at, and participate in, any such meeting. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal with the Sheriff. The written appeal shall include a copy of the original grievance, the decision rendered at Step Four and a clear, concise statement of the reasons for the appeal to Step Five.
 5. **Step Five.** The Sheriff shall have twenty (20) working days after receipt of the written appeal in which to review and hold a meeting. The Sheriff shall answer the grievance in writing within twenty (20) working days after holding the meeting. Unless waived by mutual agreement between the employee or their representative and the Sheriff, a meeting shall be held at this step. The employee, and their representative shall have the right to be present and to participate in the meeting. The time limit at this step may be extended by mutual agreement between the Sheriff and the employee or their representative.
- 19.D. ASSOCIATION GRIEVANCE.** ACMEA 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 MOU or Administrative Code Section 3.44 (Grievance Procedures), provided that such right is not made subject to the discretion of the Sheriff or the County. Such ACMEA grievance shall be filed with the Sheriff and heard and determined pursuant to the fifth step of the grievance procedure.
- 19.E. WAIVER OF APPEAL STEPS.** If the grievance is not resolved after the first-line supervisor has answered it in writing, ACMEA 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.

- 19.F. BINDING ARBITRATION OF GRIEVANCES.** If the grievance is not resolved at Step Five pursuant to subsection 19.C.5. (Step Five), the grievant or their representative may, within thirty (30) calendar days of receiving the Sheriff's decision, request that the grievance be submitted to binding arbitration.
- 19.G. INFORMAL REVIEW BY DIRECTOR.** Before an arbitrator is selected and the grievance is scheduled for hearing, the Director of Human Resource Services or designee shall conduct an informal review and determine whether the grievance can be resolved to the satisfaction of the employee. The Director of Human Resource Services or designee shall have twenty (20) working days to complete this review and attempt resolution. If the grievance remains unresolved following the informal review, the grievant or the employee's representative may, within thirty (30) calendar days of receiving the decision, request the matter proceed to binding arbitration.
- 19.H. SELECTION OF ARBITRATOR.** The arbitrator shall be selected by mutual agreement between the Director of Human Resource Services and the employee or their representative. If the Director of Human Resource Services and the employee or their representative are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five (5) qualified arbitrators. The Director of Human Resource Services and the employee or their representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.
- 19.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 not have the power to amend this MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, State law, or written agency/departmental rule, or to recommend such an amendment. The arbitrator shall also not have the power to declare any provision(s) of this MOU, a Resolution of the Board of Supervisors, the Charter, Ordinance, or any State statute or regulation unlawful.
- 19.J. PAYMENT OF COSTS.** Each party to a hearing before an arbitrator shall bear their own expenses in connection therewith. All fees and expenses of the arbitrator and of a reporter shall be borne one-half (1/2) by the County and one-half (1/2) by the grievant.
- 19.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.
- 19.L. LIMITATION ON STALE GRIEVANCES.** A grievance shall be void unless presented within sixty (60) calendar days after the date upon which the County has allegedly failed to provide a condition of employment. This sixty (60) day filing requirement is tolled only in the following applications:
1. Up to sixty (60) days after the County's alleged failure was reasonably discoverable, or,
 2. Up to sixty (60) days after when the grievant may reasonably claim they delayed the filing of a grievance as a direct consequence of representations made by the County upon which the grievant relied to their detriment.

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

19.M. CLAIM FOR MONEY RELIEF (JURISDICTIONAL LIMIT ON ANY AMOUNT IN CONTROVERSY). Notwithstanding subsection 19.L. (Limitation on Stale Grievances) in no event shall any grievance include a claim for money relief for more than a sixty (60) day period. The application of this period shall be as follows. The earlier of:

1. The 60-day period is limited to that which immediately precedes the filing of the grievance, or
2. The 60-day period is limited to that which immediately precedes the date upon which the grievant reasonably discovers the basis for the grievance or can be reasonably found to have delayed in filing due to detrimental reliance upon representations made by the County, as set forth in subsection 19.L. (Limitation on Stale Grievances).

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

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

19.N. EXCLUSION OF NON-RECOGNIZED ORGANIZATIONS. For purposes of this Section, the provisions of Section 1. (Recognition) of this MOU shall be construed to limit the employee's right of selection of a representative to the extent that agents of any other employee organization as defined in the Administrative Code Section 3-04.020 (Employer-Employee Relations – Definitions), which is not a party to this MOU, are specifically excluded from so acting. In those cases, in which an employee elects to represent himself or arrange for other representation, ACMEA shall have the right to participate in the resolution procedure for the purpose of protecting the interests of its members in negotiated conditions of employment.

19.O. 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 19.C. (Departmental Review and Adjustment of Grievances) hereof, that the grievance is filed no later than thirty (30) calendar days from the date of issuance of the warrant complained of, that the issue would otherwise be grievable under this subsection; and provided further, however, that under no circumstances may a former employee file or pursue any grievance unless it relates solely to whether such person's final pay warrant(s) correctly reflected the final salary or fringe benefits taken in the form of cash owed to such person.

SECTION 20. MILEAGE

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

20.B. MINIMUM ALLOWANCE. An employee who is required by the Sheriff to use their private automobile at least eight (8) days in any month on County business shall not receive less than ten dollars (\$10) in that month for the use of their automobile.

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

The employee and/or owner shall submit proof of damage, loss, or theft (i.e., appropriate police report and/or documentation providing the cost of the damage and written statement describing the loss) to the Sheriff within 30 days of such damage, loss, or theft.

The employee and/or owner must fully cooperate with any investigation the County wishes to conduct regarding the incident. Property damage and loss incurred to the privately owned vehicle resulting from missiles or falling objects; fire; explosion or earthquake; windstorm; hail, water or flood; riot or civil commotion; or contact with bird or animal; shall not be compensated under this subsection. There is also no coverage for personal items that are stolen from the vehicle or damaged while in the vehicle if those items were not permanently installed or attached to the vehicle. For a complete list of exclusions, see the Risk Management Unit website.

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

SECTION 21. DISABILITY INSURANCE BENEFITS

21.A. PARTICIPATION. The County shall continue to participate under the State Disability Insurance ("SDI") Program.

21.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 one hundred percent (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 (2) and divided by eighty (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 [1/10th] of an hour), represented by the amount paid as such supplement.
3. **Amount of Supplement.** The amount of the supplement provided in subsection 21.B.2.b. (Integration of Supplemental Fringe Benefits with Disability Insurance Benefits) 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 Ordinance, and bilingual differential pay, and the "weekly benefit amount" multiplied by two (2) and divided by eighty (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.

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. (Health & Welfare), 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 22. CATASTROPHIC SICK LEAVE PROGRAM

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if they have suffered a catastrophic illness or injury which prevents the employee from being able to work or from being able to work 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 long-term disability.

Eligibility.

1. 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.
2. The recipient employee is not eligible so long as they have paid leave available, however, the request may be initiated prior to the anticipated date leave balances will be exhausted.
3. A confidential medical verification including diagnosis, prognosis, and estimated date of return to work must be provided by the recipient employee.
4. A recipient employee is eligible to receive up to 180 working days of donated time per employment.
5. Donations shall be made in full-day increments of eight (8) hours for full-time employees, and in increments of four (4) hours for less than full-time employees. Employees may donate unlimited amounts of time up to the full amount of their eligible leave balance. All donations are irrevocable.
6. The donor employee may donate vacation, compensatory time or in lieu holiday time. The donated leave shall be converted to the recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.
7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
8. The recipient employee's entitlement to Personal Disability Leave will be reduced by the number of hours added to the recipient's sick leave balance.
9. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at EBC sole discretion and shall be final and non-grievable.
10. Recipient employees who are able to work but are working less than their regular schedule will integrate Catastrophic Sick Leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100% of the employee's gross salary.

SECTION 23. SHERIFF DEFINED

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

SECTION 24. EFFECT OF LEGALLY MANDATED CHANGES

In the event that on or after the effective date of this MOU, State, Federal or decisional law shall mandate the granting to employees of benefits or other terms and conditions of employment which duplicate, supplement, or otherwise impinge upon benefits or other terms and conditions of employment set forth herein, the provisions of this MOU so duplicated, supplemented, or impinged upon shall be void and of no further effect as of the date the mandated benefit or term and conditions of employment become effective, 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 25. NO STRIKE - NO LOCKOUT

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

SECTION 26. SAVINGS CLAUSE

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

SECTION 27. ENACTMENT

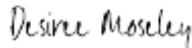
It is agreed that the foregoing shall be jointly submitted to the County Board of Supervisors by the Director of Human Resource Services and ACMEA, for the Board's consideration and approval. Upon approval, the Board shall adopt an ordinance or resolution which shall incorporate this MOU into the County Administrative Code either in full or by reference.

SECTION 28. SCOPE OF AGREEMENT

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions maintained in this MOU. Neither party shall, during the term of this Memorandum of Understanding MOU, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the MOU by mutual agreement. This MOU shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to and including February 24, 2029.

SIGNATURE PAGE

FOR THE COUNTY OF ALAMEDA:

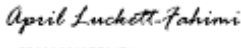
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Desiree Moseley, Chief Negotiator, IEDA Date

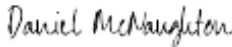
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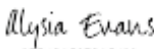
Angela Zhang, Labor Relations Analyst Date

Signed by:

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April Luckett-Fahimi, Undersheriff Date

Signed by:

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Daniel McNaughton III, Assistant Sheriff Date

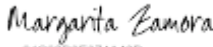
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Alysia Evans, Chief Departmental Human Resources Administrator, ACSO Date

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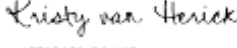
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Michi Yoshii, Labor Relations Manager Date

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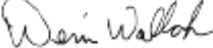
Margarita Zamora, Director Human Resource Services Date

Approved as to Form
Andrea L. Weddle, Interim County Counsel

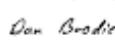
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Kristy van Herick, Assistant County Counsel Date

**FOR ALAMEDA COUNTY MANAGEMENT
EMPLOYEES' ASSOCIATION, SHERIFF'S
SWORN UNITS 026, 027, & 028:**

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Dennis M. Wallach, Chief Negotiator, ACMEA Date

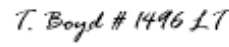
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Dan Brodie, Director, ACMEA Sworn Unit Date

Signed by:

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Robert M. Evans, Captain Date

Signed by:

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Thomas Boyd, Lieutenant Date

Signed by:

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JD White, Lieutenant Date

APPENDIX A - SALARIES

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

ITEM	MC	TITLE	Eff. Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05
8620	SM	Lieutenant	1/4/2026			8082.40	8487.20	8905.60
8625	SM	Captain	1/4/2026	8431.20	8851.20	9288.80	9759.20	10240.00
8635	SM	Division Commander	1/4/2026	9703.20	10180.00	10684.00	11229.60	11775.20

APPENDIX B -
DOMESTIC PARTNERS

Domestic Partner Defined. A domestic partnership shall exist between two (2) persons, one of whom is an employee of the County, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the domestic partner of the other if they both complete, sign, and cause to be filed with the County a notarized "County of Alameda Affidavit of Domestic Partnership" (or submit to the County a notarized "Declaration of Domestic Partnership" [State Form DP-1] filed with the California Secretary of State) attesting to the following:

- a. the two (2) parties reside together and share the common necessities life;
- b. the two (2) parties are: not married to anyone; eighteen (18) years or older; not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;
- c. the two (2) parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;
- d. the two (2) parties agree to notify the County if there is a change of circumstances attested to the affidavit;
- e. the two (2) parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

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

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

APPENDIX C -
EMPLOYMENT DISCRIMINATION
COMPLAINT PROCEDURES

Chapter 3.48

Sections:

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

3.48.010 Purpose.

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

3.48.020 Scope.

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

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

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

This procedure shall not apply to complaints relating to matters within the jurisdiction of the civil service commission under the Charter until and unless the commission elects to make this procedure applicable to such complaints. In such event, the findings and decision of the hearing officer or arbitrator shall be made to the commission for final determination. This procedure shall apply to complaints of discrimination pursuant to grievance procedures set forth in memorandums of understanding only in the event that such memorandums specifically provide for its application to such complaints. In the event that the use of this procedure is not adopted by the commission or specified by the applicable memorandum of understanding, an aggrieved person who elects to pursue an appeal through procedures provided by the commission or the memorandum of understanding may not pursue the same allegations of discrimination under this procedure. (Prior admin. code 2-18.03)

3.48.040 Objectives.

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

3.48.050 Definitions.

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

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

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

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

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

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

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

3.48.060 Filing of FEPC and EEOC complaints not prohibited.

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

3.48.070 Informal and formal procedures.

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

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

B. Resolving Formal Complaints.

1. Departmental Review. If informal resolution of the problem through conciliation and negotiation cannot be effected, an aggrieved person may file a formal complaint with the departmental affirmative action coordinator or other designated official. Such a complaint must be filed on a form provided for this purpose and within five (5) working days after the attempted resolution of the problem by the equal employment opportunity counselor or within twenty-five (25) working days after the date of the alleged discriminatory action, whichever shall first occur. The affirmative action coordinator will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it. Upon acceptance of the complaint, the affirmative action coordinator shall obtain the notes on the case from the equal employment opportunity counselor; may conduct a prompt, impartial investigation if he deems it necessary; shall explore the possibility of resolving the problem through negotiation or conciliation; shall present findings and recommendations on resolving the complaint to the agency/department head; and within forty-five (45) working days from the date the formal complaint was filed, shall present his written decision, as approved by the agency/department head, to the complainant, with a copy of the complaint and decision to be forwarded to the director of personnel.
2. Appeal from Decision of Department Head. The decision of the department head shall be final unless appealed by the complainant to the director of personnel within ten working days of the date of mailing or personal delivery of the decision to the aggrieved person.
3. Review County Affirmative Action Officer. The director of personnel shall forward a copy of the decision and appeal to the county affirmative action officer who shall have ten working days from the date of filing of the appeal in which to determine whether to conduct his or her own investigation of the problem. In the latter event, the county affirmative action officer shall have twenty (20) additional working days in which to complete his or her investigation, counseling, or settlement efforts.
4. Setting of Hearing. If the county affirmative action officer decides not to conduct his own investigation or if his or her efforts to settle the problem are unsuccessful, the director of personnel shall set the appeal for hearing before a State Hearing Officer or, by mutual agreement of the complainant and the agency/department head, before an agreed-upon arbitrator.
5. Exclusion of Frivolous or Vague Appeals and Appeal Therefrom. In the event that the director of personnel shall determine that the complaint is frivolous, vague, or that the facts alleged in the complaint, even if true, would not substantiate a claim of discrimination, or that the appeal claims discrimination based upon a factor for which state or federal law or regulation does not prohibit discrimination, he or she shall not schedule the appeal for hearing. The aggrieved person may, within ten working days of the mailing to him or her of notice that the complaint has been rejected by the director of personnel, request that the director's action be reviewed by an impartial practicing attorney selected by the civil service commission. If the aggrieved person makes such an appeal, the director of personnel shall forward to the impartial attorney a copy of the complaint, the written decision of the agency/department head, and of his or her

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

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

3.48.080 Costs of hearing.

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

3.48.090 Representation.

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

3.48.100 Freedom from reprisal.

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

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Sheriff's Management Units, 026, 027, & 028)

SAFETY RETIREMENT

August 20, 2010

The County of Alameda and the ACMEA Sheriff's Management hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired by the Sheriff's Office on or after October 17, 2010, shall be modified as follows:

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

For the County:

Keith Ganning

DATE: 8/19/10

For the Union:

Cathy Niles - President ACMEA

DATE: 8-20-10

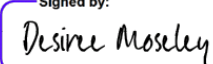
SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Sheriff's Management Units, 026, 027, & 028)

VACATION SELLBACK

May 14, 2026

The parties agree the yearly maximum allowable vacation sellback shall be twenty (20) days, in minimum increments of four (4) hours, for fiscal years 2026-2027, 2027-2028, and 2028-2029. The yearly maximum allowable vacation sellback shall be reduced to fifteen (15) days beginning Fiscal year 2029-2030.

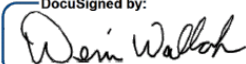
FOR THE COUNTY:

Signed by:


Desiree Moseley, IEDA

Date: 5/21/2026

FOR ACMEA (Sheriff's Units 026, 027, 028):

DocuSigned by:


Dennis M. Wallach, ACMEA

Date: 5/21/2026

SIDELETTER OF AGREEMENT
Between
THE COUNTY OF ALAMEDA
And
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(Sheriff's Management Units, 026, 027, & 028)

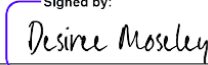
CASH PAYMENT FOR COMPENSATORY TIME OFF AND CAP AND
CASH PAYMENT FOR HOLIDAY-IN-LIEU

May 14, 2026

The County of Alameda and the Alameda County Management Employees' Association Sheriff's Sworn Units 026, 027, and 028, (collectively, the "Parties"), hereby agree as follows:

1. **Compensatory Time Off ("CTO") Payout.** During the term of the MOU, employees are encouraged to use their CTO to reduce their balances. Upon expiration of the MOU, employees shall receive a one-time cash payment for all accrued and unused CTO balances at the employee's base hourly rate, including any recurring applicable premiums normally included in CTO payouts, in effect at the time of such payout.
2. **Holiday-in-Lieu ("HIL") Cap and Payout for Employees Entering the Bargaining Unit.** Employees who promote into or enter the bargaining unit on or after August 16, 2026, and who have more than 800 hours of accrued, unused HIL will receive a one-time cash payment for accrued unused HIL hours in excess of 800 hours. Such payment shall be made at the employee's base hourly rate including any recurring applicable premiums normally included in HIL payouts, in effect immediately prior to the promotion or entry into the bargaining unit.

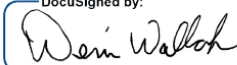
For the County:

Signed by:

Desiree Moseley, IEDA

5/21/2026

Date

For ACMEA:

DocuSigned by:

Dennis M. Wallach, ACMEA

5/21/2026

Date

MINUTE ORDER

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2026**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2027**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2028**

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

**COUNTY OF ALAMEDA
PAYPERIOD CALENDAR
2029**

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

Approved as to Form

Andrea L. Weddle, Interim County Counsel

By: Kristy van Herick

Kristy van Herick, Assistant County Counsel

Ordinance No.
O-2026-23

**AN ORDINANCE APPROVING THE
FEBRUARY 15, 2026 THROUGH FEBRUARY 24, 2029
MEMORANDUM OF UNDERSTANDING WITH THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
SHERIFF'S SWORN UNITS 026, 027, and 028**

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

SECTION I

The February 15, 2026 through February 24, 2029 Memorandum of Understanding, between the County and the Alameda County Management Employees Association Sheriff's Sworn Units applicable to employees in Representation Units 026, 027, and 028 are hereby approved and incorporated herein by reference.

SECTION II

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

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **4th** day of **August, 2026**, to wit:

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

NOES: None

EXCUSED: None

David G. Haubert

PRESIDENT, BOARD OF SUPERVISORS

File No: 31777

Agenda No: 79

Document No: O-2026-23



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

ATTEST:

Clerk, Board of Supervisors

By: *[Signature]*
Deputy