

1. Access to Urban Shield expenses overall, and specifically broken down by command.

Attached are the Urban Shield 2018 Logistic expenses by area command as of 10/8/18 (see 2018 Urban Shield Logistic Exp 100818). Also attached is the estimated overtime by area command for Urban Shield 2018 (see 2018 Urban Shield OT Cost Est). We are just receiving reimbursement requests from outside agencies for their participation, and our payroll of our overtime expenses won't post in the payroll system until next Friday

2. Any Urban Shield Audits done in service of section 3.5(c) of the 2017 UASI MOU (see attached).

The latest on-site monitoring report dated 2/6/2018 (attached) covers FY15 & FY16 UASI Grant periods (see UASI Site Monitoring Report 2017). From the report, you will see that the Alameda County Sheriff's Office has successfully complied with all tested compliance requirements.

Additionally, the Committee would like to more fully understand the number of Alameda County employees who work to make Urban Shield happen, and how they are compensated. My understanding is that there is a 2% salary increase associated with participation. It would be good to know:

- * Is there a participation threshold to receive this?

There is no minimum requirement for number of participants for the program to offered. The employees who participate in the program must meet the attached criteria. (see Incentive Pay Declaration Form 2011 - converted to an online certification process beginning 2012). As you can see from the attached declaration, Urban Shield is just one of a variety of qualifying trainings that can be used to participate in the Incentive Pay program.

- * What is expected of the participants?

Specifically for Urban Shield, the requirements would be the same as the attachment for any other qualifying training, which must be completed on the employee's own time and at the employee's own expense. (see Urban Shield Incentive Pay memo)

- * How many employees meet that threshold?

Specifically for Urban Shield Incentive Pay, the participant levels are the following:

2015: 356 participants
2016: 296 participants
2017: 285 participants
2018: 213 participants

- * How much does this program pay out annually?

The Incentive Pay Program does provide a 2% training footnote. This is a footnote calculated as part of the employee's salary in meeting the Incentive Pay criteria, be it Urban Shield or any other 30 hours of qualifying training. There is no separate tracking mechanism for Incentive Pay specific to Urban Shield.



Gregory J. Ahern, Sheriff

Director of Emergency Services
Coroner - Marshal

MEMORANDUM

DATE: August 29, 2018
TO: All Personnel
FROM: Shannon Chao, Payroll Manager
SUBJECT: **Incentive Pay for Urban Shield 2018**

The Sheriff has authorized participation in the Urban Shield training exercise as qualifying for the Alameda County Sheriff's Office Incentive Pay Program. In order to qualify for Incentive Pay, all Urban Shield hours worked must be on your own time. For hours worked during the Urban Shield 2018 training exercise, you must complete the Urban Shield Incentive pay card. The cards will be distributed to each site and area command.

All approved Incentive Pay cards are to be sent to the Payroll Supervisor via QIC 26008, *immediately* following the Urban Shield Event. The approved Incentive Pay cards can also be dropped off at the Finance Office located at OES, during the Urban Shield event. **DO NOT** attach Incentive Pay cards to your timesheet. Please review the card to ensure it is filled out completely and accurately, and retain a copy for your records.

If you earned Incentive Pay hours for Urban Shield prior to the event, you need to submit a memo directly to the Management Services Division Commander explaining the hours worked on your own time. Upon his approval of your hours worked, he will forward your memo to the Payroll Supervisor for processing.

DISTRIBUTION C

POST FOR THE ATTENTION OF ALL PERSONNEL

Black	\$ 259,650.04
Blue	\$ 224,011.75
Bronze	\$ 179,806.77
Gold	\$ 184,839.96
Green	\$ 3,000.00
Orange	\$ 49,740.20
Silver	\$ 137,822.53
Tan	\$ 149,276.64
White	\$ 67,289.33
Magenta	\$ 20,000.00
Red	\$ 150,000.00
Total Estimated OT	\$1,425,437.22

MEMORANDUM
OF
UNDERSTANDING

DEPUTY SHERIFFS' ASSOCIATION
OF ALAMEDA COUNTY

AND

THE COUNTY OF ALAMEDA

June 24, 2012 - June 13, 2020

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

SECTION 8. HEALTH AND SAFETY

- A. EQUIPMENT.** The County shall comply with all applicable State, Federal and County safety regulations and shall furnish to all employees all safety equipment required by law. Furthermore, the County shall provide all equipment deemed essential by the Sheriff to complete assigned duties.
- B. EQUIPMENT: LIABILITY FOR COSTS OF MISUSE.** Any employee who damages or loses through negligence any equipment issued or provided by the County shall be liable to the County for the actual costs proximately resulting from such misuse or loss. Misuse of a County car is covered under the Alameda County Administrative Code Chapter 3.32 and for the purposes of this subsection 8.B. is not defined as equipment.

SECTION 9. UNIFORMS

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

Effective June 24, 2012, the County shall increase the per annum uniform allowance in the amount of \$75 to each employed, sworn badge-carrying officer.

Commencing calendar year 2016, the County shall pay per annum a uniform allowance to each employed, sworn badge-carrying officer as follows:

2016 - \$1200
2019 - \$1250

APPENDIX B

ALAMEDA COUNTY SHERIFF'S DEPARTMENT

Training Incentive Award Program

I. DEFINITION AND PURPOSE

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

II. ELIGIBILITY

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

III. REQUIREMENTS

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

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

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

IV. INCENTIVE

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

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

D. **Voluntary Physical Fitness Program**

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

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

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

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