



Human Resource Services

Agenda _____ January 28, 2014
Lakeside Plaza Building
1401 Lakeside Drive, Suite 200
Oakland, CA 94612-4305
TDD: (510) 272-3703

January 22, 2014

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Subject: Memorandum of Understanding, and Five Sideletters of Agreement

Dear Board Members:

Recommendation:

That your Board (1) adopt an Ordinance approving the June 24, 2012 – July 15, 2017 Memorandum of Understanding between the Alameda County Counsels' Association, IFPTE, Local 21 and the County of Alameda, and (2) adopt five sideletters of agreement.

Discussion/Findings:

Your representatives and representatives of the Alameda County Counsels' Association, have reached agreement on a new Memorandum of Understanding with a term from June 24, 2012 through July 15, 2017. The agreement calls for the following wage increases with no compounding of the COLA and the special adjustment for each effective date as outlined below:

Effective January 5, 2014, base wage rates shall increase by 2% of January 4, 2014 base wage rate as a COLA, plus by another 2% of January 4, 2014 base wage rates as a special base wage rate adjustment.

Effective July 6, 2014, base wage rates shall increase by 1% of July 5, 2014 base wage rate as a COLA, plus by another 1% of July 5, 2014 base wage rates as a special base wage rate adjustment.

Effective July 5, 2015, base wage rates shall increase by 2% of July 3, 2015 base wage rate as a COLA, plus by another 2% of July 3, 2015 base wage rates as a special base wage rate adjustment.

Effective July 17, 2016, base wage rates shall increase by 3% of July 16, 2016 base wage rate as a COLA, plus by another 1% of July 16, 2016 base wage rates as a special base wage rate adjustment.

Additionally, the Cafeteria Benefit Plan is being increased from the current \$2900 to \$3000 in Plan Year 2015 and from \$3000 to \$3100 in Plan Year 2016, and expands to include dependent care assistance and adoption assistance in Plan Year 2015.

The five sideletters of agreement have the following provisions: (1) an increase in the monthly Share the Savings allowance in Plan Year 2015; (2) an increase in the Dental coverage limit from the current \$1450 to \$1550 in Plan Year 2015; (3) adopt modifications to the existing Job Share Pilot Program; (4) adopt a modification, on a pilot basis, to the existing Billable Hours Requirement; and (5) parity with specified District Attorney job classes.

All general cost of living increases (COLAs) and other benefit adjustments are consistent with those granted to other represented and unrepresented managers.

Financing:

The FY 2013-14 net costs associated with the proposed MOU will be funded within the existing Board-approved appropriations.

Very truly yours,


for Mary Welch, Interim Director
Human Resource Services

MW:vb

Z:\Board Letters 2014\01.28.14 ACCA IFPTE, Local 21 MOU 2012-2017

Cc: CAO
Auditor-Controller
County Counsel
Alameda County Counsels' Association, IFPTE, Local 21

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL'S ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA
TENTATIVE AGREEMENT
SHARE THE SAVINGS
SIDELETTER OF AGREEMENT

The parties agree that the county shall increase the existing monthly Share the Savings stipend in Plan Year 2015, so that the new monthly totals shall be as follows:

- \$200 for those employees who decline all medical coverage;
- \$150 for those employees who decline Family coverage and elect Single coverage;
- \$100 for those employees who decline Family coverage and elect 2-party coverage;
- \$100 for those employees who decline 2-party coverage and elect Single coverage.

For the County:

Amelia
Cynthia Baron

For IFPTE, Local 21, ACCA:

K. Carter

12/30/13

DATE: *12/30/13*

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL'S ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA
TENTATIVE AGREEMENT
DENTAL BENEFIT
SIDELETTER OF AGREEMENT

The maximum annual dental coverage benefit for each covered individual is \$1,450 per plan year. The maximum annual dental coverage benefit for each covered individual shall increase to \$1,550 effective plan year 2015.

For the County:

For IFPTE, Local 21, ACCA:

Donna
Cynthia Baron

K. Carter
DA
12/30/13

DATE: 12/30/13

**2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSELS' ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

**SIDELETTER OF AGREEMENT
JOB SHARING PILOT PROGRAM**

1. Alameda County ("County") and the Alameda County Counsel's Chapter, IFPTE Local #21 ("Union") agree to establish a pilot Job Share Program in the Office of the County Counsel beginning within 60 days of adoption of this MOU and lasting through the term of the MOU, [date].
2. The County Counsel will designate one existing full-time (i.e. 40 hour per week) position in the Deputy County Counsel classification that may be shared by two (2) Deputy County Counsel attorneys with each participant scheduled to work half time (40 hours per pay period). The basic schedule for employees in a job share will be three days of eight hours of work per day in one workweek of the pay period and two days of eight hours of work per day in the alternate workweek of the pay period in a manner that provides for full-time work week coverage of the position being shared, though this schedule may be altered by mutual agreement of the County Counsel and the participants. The job share participants shall submit a proposed half-time schedule, and the County Counsel will approve the schedule if he/she determines, in his/her sole discretion, that the requested schedules meet the operational and administrative needs of the Office of the County Counsel. Deputies participating in a job share will be expected on their own initiative, and may be required by the County Counsel, to work more than their normal half-time schedule within one or more work weeks or work days to ensure that required work (such as litigation-related activities, for example) is carried out in the most effective manner possible, as determined by the County Counsel.
3. The County Counsel or his or her designee will assign duties to the job share participants that are, in the County Counsel's judgment, consistent with the operational and administrative needs of the Department.
4. Employees in the Deputy County Counsel classifications shall submit an initial notice of interest in such job share no later than a date specified by the County Counsel, and the County Counsel's Office will establish and maintain a list of those interested. The County Counsel shall make the selection based on his or her determination of the best interests of the Office of the County Counsel.
5. If one of the participants accepts appointment to another available full-time position, is unable to work due to disability, terminates or is otherwise unavailable for work in the Job Share position, the County Counsel may require the remaining participant to resume work on a temporary or continuous full-time basis, on three weeks' notice. A job-sharing attorney shall not be entitled to receive any additional compensation, beyond the paid leave described below, for working additional hours while in a job-share position.

6. The Deputy County Counsels occupying a job share position shall remain in such job share arrangement until: (1) a vacancy occurs within the department into which the County Counsel, at his/her sole discretion, is willing to assign a job sharing attorney; (2) the job share participant has participated in the program for 12 months; or (3) the County Counsel returns the participants to full time work. If one participating Deputy County Counsel leaves the job sharing program, during the term of the Pilot, and there is not a list of deputies wishing to enter the program, the remaining job share employee may seek to find another Deputy County Counsel acceptable to the County Counsel, in the County Counsel's sole discretion, to participate in the job share program or return to full-time status by the time his or her job share partner leaves the job sharing program but not on less than three (3) weeks' notice.
7. When a vacancy occurs within the Department, the County Counsel shall determine the ultimate vacant position to be filled. If a job share participant is interested in returning to a full-time position, he or she must notify the County Counsel (or his or her designee) in writing. Individuals who have notified the County Counsel of their interest in returning to full-time work prior to the vacancy occurring will then be considered for the ultimate vacancy. The County Counsel shall review the list of employees interested in returning to full-time work and determine the individual who best meets the Department's business needs for the current vacancy. The County Counsel must restore a Deputy County Counsel to the first available full-time position as assigned by the County Counsel following notice by a deputy County Counsel requesting return to full-time status.

Notwithstanding any other provision of this side letter, the County Counsel shall not be required to layoff or otherwise terminate attorneys to create a vacancy or available position for the purpose of returning a job share participant to full-time status.

8. The provisions of the "Billable Hours Requirement Side letter of Agreement" shall be applicable to participants in the job share program except that the requirements shall be halved to meet the reduced work schedule. Thus: (a) a job share participant is required to work 20 hours per week instead of 40; (b) a job share participant will not be eligible to receive any Paid Leave unless he/she has billed 200 hours or more (with no greater than 10% administrative time) per quarter; (c) a job share participant who bills 200 hours or more per quarter will receive 7 hours of Paid Leave for each quarter that he/she bills 200 hours or more; (d) a job share participant who fails to make 200 billable hours in any one quarter of a calendar year will be entitled to the prior quarter's allocation if he/she meets a cumulative 400 hours or more for both quarters; and (e) any job share participant meeting 800 billable or more hours per calendar year will be entitled to the entire allocation of 28 hours of Paid leave for that year. The provisions of this paragraph shall be effective for a job sharing employee commencing upon the first January 1, April 1, July 1st or October 1st that they are in the job sharing position and ending on the first March 31st, June 30th, September 30th or December 31st after the deputy leaves the program. No additional paid leave hours will be awarded if the employee works substantially in excess of 20 hours per week. This paragraph defines the maximum number of paid leave hours that can be awarded while job-sharing.

9. If operational problems arise in connection with the job sharing arrangement, the parties will endeavor to resolve the issues. At the conclusion of the pilot, the parties will meet to evaluate the pros and cons of the program. Following this evaluation, the County Council will decide whether to continue or terminate the program. The Job Share Program will only continue after the pilot if the County and Union thereafter mutually agree to such continuation, except that deputies currently participating in the Job Share at the time of its termination shall remain in the Job Share until a full time Deputy County Counsel position becomes available into which that individual may be placed. Termination of the Job Share Program shall not be in and of itself grounds to layoff or otherwise terminate deputies participating in the Job Share Program at the time of its termination, or full time deputies, though the right of the County to conduct a layoff or termination for any other lawful reason shall not be abridged.
10. Decisions/determinations that the County Council is entitled to make under this Job Share Pilot Program, including but not limited to determinations of operational needs are final and not subject to grievance or other appeal.
11. This written instrument is the entire Sideletter between the parties.


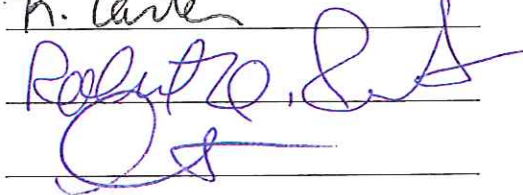
For the County:




DATE:

9/16/2013

For the Union:

DATE:

9.16.2013

EXHIBIT A

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
THE ALAMEDA COUNTY COUNSELS' UNION,
IFPTE, LOCAL 21 (AFL-CIO)
AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

Billable Hours' Requirement

Office of the Alameda County Counsel

1. Attorneys in the Office of the County Counsel are required to work at least eight hours per day, 40 hours per week and as salaried attorneys (exempt from the overtime provisions of the FLSA) the time required to complete their duties is not limited by the length of the normal County work week. Attorneys in the Office of the County Counsel will receive the applicable management benefits set forth in Section 7 of the County Salary Ordinance with the exception of those relating to Paid Leave, currently Section 7-5, which are modified as provided in paragraph 8 below.
2. Attorneys are to record billable hours for work performed for clients of the Office of the County Counsel ("OCC"). Billable hours do not include time expended at work that is not legal or administrative support of either OCC or its clients.
3. It is required that each attorney will record a minimum of 7.2 hours per day worked. This number, 7.2 hours, is an expected daily average that attorneys must meet over an average 8 hour day worked. Days not worked, due to any authorized leave, will not be counted toward the minimum average. Partial days worked will be added together into total days and each such 8 hour period will be expected to yield an average of 7.2 billable hours.
4. Of the average 7.2 total billable hours per day, no greater than 10% (cumulatively) may be billed to the Office of County Counsel or for non-client work which includes: professional development, attendance at seminars/conferences where attendance is not billable client time, mandatory all staff meetings, including division meetings (if not appropriate to bill the client), recruitment activities requested/approved by Executive Staff, internal administrative activities requested/approved by Executive Staff (e.g. Sunshine Committee, Library Committee, Combined Charities Committee, Website Committee, etc.) and MOU/County sanctioned union activities. Based on the value of particular non-client activities to the office and depending on an attorney's workload and assignments, the Executive Staff may authorize additional time

*new ALA
KJC
RDR*

(beyond the 10%) for the above or similar activities (such as certain pro bono, bar, or County Counsel Association activities) to be credited to that attorney's billable hours.

5. Actual vacation, sick leave, paid leave and all other types of authorized leave will not be counted in determining average minimum daily billing hours and accordingly will not be recorded in County Law for purposes of keeping billable hours. The 7.2 billable hour standard is derived by taking into account only those days or partial days worked.

6. Hours will be reviewed on a monthly, quarterly and annual basis. The OCC may reduce ("write down") actual billable time charged to clients and reported by attorneys if it is determined that time reported is inappropriate or excessive. OCC may write down time recorded by attorneys after the OCC has adopted and promulgated standards ("Standards") governing the recording of attorney time, attorneys have been provided advance notice of OCC's intention to write down the attorney's time, and had an opportunity to respond.

7. Attorneys who fail to meet the 7.2 average daily billable hours' requirement described in paragraphs 3 and 4 will receive notification of same on a quarterly basis, and attorneys will be provided a reasonable opportunity to respond prior to OCC taking any of the following-described actions. If the 7.2 average daily hours' requirement is not met quarterly, the attorney will receive a notation to their personnel files and in their evaluation. If a pattern of failure to meet billable hours continues, disciplinary action will be considered by the Office of the County Counsel.

8. Attorneys will not be eligible to receive any Paid Leave (which is otherwise granted under the Salary Ordinance in recognition of overtime hours worked) unless they have billed 400 hours or more (with no greater than 10% administrative time) per quarter. Those attorneys who bill 400 hours or more per quarter will receive 14 hours of Paid Leave (or up to seven days per year) for each quarter that they bill 400 hours or more. In addition, attorneys who fail to make 400 billable hours in any one quarter of a calendar year will be entitled to the prior quarter's allocation if they meet a cumulative 800 hours or more for both quarters. Any attorney meeting 1600 billable or more hours per calendar year will be entitled to the entire allocation of seven days of Paid Leave for that year. Hours of Paid Leave will be awarded quarterly and must be used (or lost) within one year of being awarded.

9. Effective calendar year 2014, if the MOU is adopted by the Board within the first calendar quarter, the Office of the County Counsel and the Union agree to a pilot program for the calendar year, during which attorneys will be awarded management paid leave days in accordance with the provisions in Salary Ordinance Section 7-5. Management paid leave days for 2014 will be credited to attorneys after adoption of the MOU by the Board. The billable hours' requirement as defined in paragraphs 1 through 7 above will still apply.

In October of the year the pilot is implemented, the Office of the County Counsel, the Union and County Labor Relations will meet to discuss the results of the billable hours' requirement for the previous calendar year quarters. No later than November 15, the County Counsel will determine, at his/her sole discretion, whether to continue the pilot for another calendar year, modify the pilot, or eliminate the pilot and return to the provisions of this sideletter as described in paragraphs 1 through 8 above.

If the pilot program is continued in subsequent years, the County Counsel will review the results of the billable hours' requirement for the previous four quarters, which will include the fourth quarter of the prior calendar year.

Alt
mw
KJK
BPB

A decision as to whether to continue the pilot program will be made on a year-to-year basis at the sole discretion of the County Counsel. If at any time, a decision is made to discontinue the pilot program, the provisions of this sideletter in paragraphs 1 through 8 will apply.

The County Counsel's decision is non-grievable and non-negotiable.

FOR THE COUNTY

Maybellian

DATE: 1/23/14

FOR THE ALAMEDA COUNTY COUNSELS' UNION,
IFPTE, LOCAL 21 (AFL-CIO)

K. Carter

[Signature]

DATE: 1/23/2014

2012 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL'S ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

PARITY WITH DISTRICT ATTORNEY JOB CLASSES

The parties agree that if, during the term (June 24, 2012 through July 15, 2017) of the MOU with IFPTE, Local 21, Alameda County Counsel's Association, the classifications of Deputy District Attorney, Assistant/Senior Deputy District Attorney I and Assistant/Senior Deputy District Attorney II in the District Attorney's Office receive a salary increase, the classifications of Deputy County Counsel and Associate Deputy County Counsel in the County Counsel's Office will receive the same increase effective on the same date.

For the County:

May Williams

For IFPTE, Local 21, ACCA:

K. Carter

Robert D. East

DATE: 1/23/2014

Approved as to Form
DONNA ZIEGLER, County Counsel

By



Ordinance No.

AN ORDINANCE APPROVING THE
JUNE 24, 2012 – JULY 15, 2017 MEMORANDUM OF UNDERSTANDING WITH THE
ALAMEDA COUNTY COUNSELS' ASSOCIATION

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

SECTION I

The provisions of sections 1 through 20, and Appendix A through C of the June 24, 2012 through July 15, 2017, Memorandum of Understanding, dated as of January 23, 2014, between the County negotiators and the Alameda County Counsels' Association, applicable to employees in Representation Units R65 is 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.

MW:vb

Z:\Board Letters 2014\01.28.14 ACCA IFPTE, Local 21 MOU 2012-2017