



Human Resource Services

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

April 14, 2017

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Subject: Adopt a Memorandum of Understanding, Administrative Code Amendment and Seven Sideletters of Agreement

Dear Board Members:

Recommendation:

- A. Adopt an Ordinance approving the December 20, 2015 through December 26, 2020, Memorandum of Understanding, including Appendices A through C, between the Alameda County Management Employees Association (ACMEA) (Probation Managers Unit) and the County of Alameda;
- B. Adopt an Administrative Code amendment to amend Section 3.28.120, Payment of Overtime to Non-Exempt M-designated Employees, to implement changes agreed to with ACMEA (Probation Managers Unit) and
- C. Adopt seven sideletters of agreement.

Discussion/Findings:

Your representatives and representatives of the Alameda County Management Employees Association have reached agreement on a new Memorandum of Understanding (MOU), for the Probation Managers Unit 075, which expires in December 2020. The agreement calls for the following wage increase for the Institutional Supervisor I and Institutional Supervisor II classifications: 4.36% effective December 20, 2015, 1% effective September 11, 2016; 3% effective two pay-periods following adoption of the MOU that also includes a 1.5% special adjustment; 3% effective twenty-eight pay-periods following adoption of the MOU; 2.5% effective December 20, 2018 and 2.2% effective December 29, 2019. Also, Managers of Deputy Probation Officers (DPO's) are to receive the following wage increases: 1.55% effective January 1, 2017, with percent increases effective December 31, 2017, December 30, 2018 and December 29, 2019, to be the same percentage amounts based on the survey conducted in July of each respective year, for the Deputy Probation Officer II benchmark classification, in the Probation Peace Officers' Association. If the survey result is greater than 5%, the increase shall be paid in two equal increments.

Effective Plan Year 2015, through the term of the MOU, the County and ACMEA Probation Managers have agreed to share the cost of medical premiums. Effective December 20, 2015 through January 31, 2020 the County will pay 90% of the total premium of the Health Maintenance Organization (HMO) plans or 90% of the lowest cost HMO plan toward the total premium for a Preferred Provider Organization (PPO)/Indemnity or Operating Engineers Plan at the corresponding level of coverage and ACMEA Probation Managers will pay the remaining 10% costs; for coverage effective February 1, 2020 through the remaining term of this MOU, the County will pay eighty-seven and one-half 87.5% of the total premium of the HMO or 87.5% of the lowest cost HMO plan toward the total premium for a PPO/Indemnity or Operating Engineers Plan at the corresponding level of coverage, and ACMEA Probation Managers will pay the remaining 12.5% costs; Additionally, the "No Discrimination" section was updated to ensure compliance with federal and state laws; and the maximum Dental benefit will be increased from \$1450 to \$1550 in Plan Year 2018.

Additionally, the following provisions were agreed upon: As soon as administratively possible, the County will provide a "Columbia 3-in-1 jacket" or comparable jacket to Management employees within the Juvenile Hall represented by this MOU; Effective February 27, 2017 ACMEA Probation Managers agreed to withdraw the fact-finding request upon ratification of the new MOU by their membership; and Effective Plan Year 2018, the County Allowance is being increased from the current amount of \$2900 to \$3100 and is being expanded to include Dependent Care and Adoption Assistance programs.

Also, Section 3.28.120 of the Administrative Code will be amended to include language that implements a compensating time accumulation max of no more than one-hundred (100) hours of untaken compensation time for Institutional Supervisor I's unless approved in writing, and in no event to exceed two-hundred forty (240) hours of untaken compensating time.

The seven sideletters have the following provisions: (1) Implementation of a 9/80 flextime pilot project for Unit Supervisors; (2) Within sixty (60) days following adoption of MOU, establish a Labor Management Task Force Committee to discuss the re-design of the Institutional Supervisors I and Institutional Supervisor II job classifications; (3) Agreement to conduct a salary survey during the term of the MOU, for informational purposes only; (4) Provisions to provide Overtime payment pending FLSA study for Institutional Supervisor II's; (5) Effective two pay periods following adoption of the MOU, implement a max accrual of untaken compensating time for Institutional Supervisor I's; (6) Increase the monthly Share the Savings stipend similar to other represented groups in Plan Year 2018 which totals \$200 for employees declining all medical coverage, \$150 for employees declining Family coverage and electing Single coverage, \$100 for employees declining Family coverage and electing 2-party coverage and \$100 for employees declining 2-party coverage and electing Single coverage and (7) Increase the Vacation Sellback provisions from 15 days to 20 days for Fiscal Years 2016-2017, 2017-2018, 2018-2019, and 2019-2020 only. In Fiscal Year 2020-2021 Vacation Sellback shall return to 15 days.

Financing:

Funds are available in the 2016-2017 budget appropriation to pay the costs of these actions.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Kathy Mount', is positioned above the typed name.

Kathy Mount, Interim Director
Human Resource Services

KM:vb

Z:\Board Letters\04.25.17 ACMEA Probation Managers Unit 2015-2020 MOU

Cc: CAO
Auditor-Controller
County Counsel
Agency/Department Heads

Approved as to Form
DONNA ZIEGLER, County Counsel

By 

Ordinance No.

AN ORDINANCE APPROVING THE
DECEMBER 20, 2015 – DECEMBER 26, 2020 MEMORANDUM OF UNDERSTANDING WITH THE ALAMEDA COUNTY
MANAGEMENT EMPLOYEE ASSOCIATION
PROBATION MANAGERS UNIT

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

SECTION I

The provisions of sections 1 through 27, and Appendix A through C of the December 20, 2015 through December 26, 2020, Memorandum of Understanding, dated April 3, 2017, between the County negotiators and the Alameda County Management Employee Association Probation Managers Unit, applicable to employees in Representation Unit 075, 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.


By _____

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE
ALAMEDA COUNTY ADMINISTRATIVE CODE

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

SECTION I

Chapter 3.28 Overtime, of the Alameda County Administrative Code is hereby amended by the amendment thereof of the following Section to read as follows:

Section 3.28.120 - Payment of overtime to nonexempt M-designated employees.

Persons employed in positions to which the designation "M" is affixed in the salary ordinance but who are not bona fide executive, administrative, or professional employees as defined by the provisions of the Fair Labor Standards Act, shall be compensated at the premium overtime rate in cash or compensating time off, in accordance with departmental rules, for all work performed in excess of forty (40) hours in a workweek. Any compensating time off shall be accrued and paid in accordance with section 7(o) of the Fair Labor Standards Act, except that the maximum accrual of untaken compensating time off shall not at any time exceed eighty (80) hours unless specifically approved in writing by the county administrator and the director of personnel and labor relations, but in no event to exceed two hundred forty (240) hours.

Effective two pay-periods following adoption of the MOU by the Board of Supervisors, employees in Job Code 6217SM, represented by the ACMEA Probation Managers 075, shall be allowed a maximum accrual of untaken compensation time not to exceed one-hundred (100) hours unless specifically approved in writing by the county administrator and the director of personnel and labor relations, but in no event to exceed two hundred forty (240) hours.

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.

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ACMEA PROBATION DEPARTMENT MANAGERS (075)
AND
THE COUNTY OF ALAMEDA

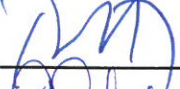
TENTATIVE AGREEMENT

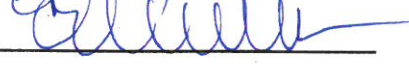
February 27, 2017


SIDELETTER OF AGREEMENT

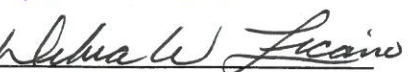
The County agrees to implement a 9/80 flextime pilot project for Unit Supervisors (Job Code 6122SM) for one year as proposed by the County on April 1, 2016, Pilot Flextime Guidelines for ACMEA Probation Managers (attached). The Chief or designee would retain the prerogative to terminate the 9/80 schedules and return the employees to the standard 5 day a week schedule, at the discretion of the Chief or Chief's designee.

FOR THE COUNTY







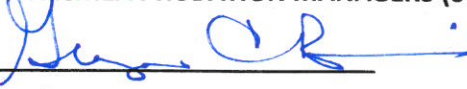



Nikola W. Luciani

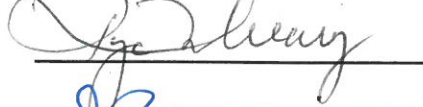
DATE:


2/27/17


FOR ACMEA PROBATION MANAGERS (075)











DATE:

2/21/2017

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ACMEA PROBATION DEPARTMENT MANAGERS (075)
AND

THE COUNTY OF ALAMEDA

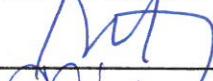


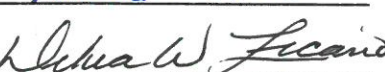
TENTATIVE AGREEMENT

February 27, 2017

SIDELETTER OF AGREEMENT
INSTITUTIONAL SUPERVISOR JOB DESIGN TASK FORCE

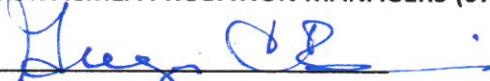
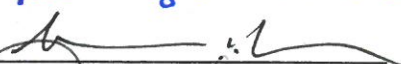

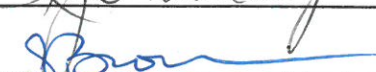
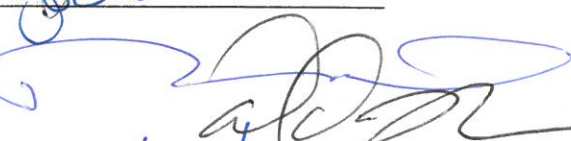
The Chief of Probation intends to undertake a redesign of the Institutional Supervisor I and II job classification. To that end, the Chief of Probation (or designees) will meet with up to two (2) Institutional Supervisor I's and two (2) Institutional Supervisor II's, designated by the Union, to discuss the re-design of the two classifications. Meetings will commence not later than sixty (60) days after the new MOU is adopted by the Board of Supervisors, and conclude not later than sixty (60) days after the first meeting. Employees participating on the Task Force will be provided release time during regularly scheduled work hours. At the conclusion of these meetings, the Probation Department and County HRS will develop new job specifications, if needed, which may possibly include a merger of the Institutional Supervisor I and the Institutional Supervisor II job classifications, and the County will notify the Union of the specific changes contemplated. Representatives of the County and the Union will thereafter meet and confer over the impact of the changes in job duties, if any. If needed, an FLSA study will be conducted and the County will determine in good faith, whether or not the classification(s) falls outside the scope of the exemptions or within the scope of one or more of the exemptions. At the conclusion of the study, HRS and the Union will meet over the impact the changes may have on the salary and benefits provided to the IS I and IS II classifications.

FOR THE COUNTY

DATE: 2/27/17

FOR ACMEA PROBATION MANAGERS (075)






DATE: 2/27/2017

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ACMEA PROBATION DEPARTMENT MANAGERS (075)
AND

THE COUNTY OF ALAMEDA

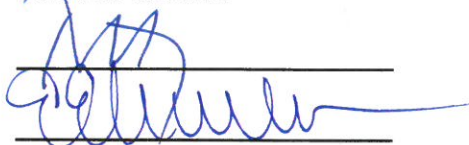
TENTATIVE AGREEMENT

February 27, 2017

SIDELETTER OF AGREEMENT
SALARY SURVEY

The County agrees to conduct a salary survey during the term of the agreement. The results of the survey will be shared with the union prior to the expiration of the agreement. The parties agree the results of the survey are for informational purposes only. No agreement exists that wages will be adjusted during the term of the agreement.

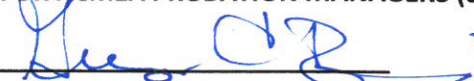
FOR THE COUNTY





Michael W. Luciano


DATE: 2/27/17

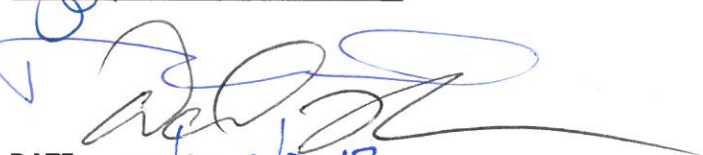
FOR ACMEA PROBATION MANAGERS (075)










DATE: 2/27/2017

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ACMEA PROBATION DEPARTMENT MANAGERS (075)
AND
THE COUNTY OF ALAMEDA**





TENTATIVE AGREEMENT

February 27, 2017

**SIDELETTER OF AGREEMENT
OVERTIME PAYMENT PENDING FLSA STUDY FOR ISII'S**







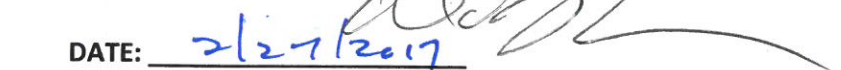
The County, as a compromise pending the assessment of a FLSA study based upon the new FLSA exemption guidelines, will allow IS IIs to commence being paid overtime as if they were FLSA non-exempt as of the first day of the second pay period commencing after the date the successor MOU is adopted by the BOS. Upon completion of the study, the County will determine in good faith, whether or not the IS II classification falls outside the scope of the exemptions or within the scope of one or more of the exemptions. If the County determines that the current IS II classification is exempt, the overtime pay will be discontinued 2 pay periods following notification to the union.

FOR THE COUNTY

DATE: 2/27/17

FOR ACMEA PROBATION MANAGERS (075)

DATE: 2/27/2017

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(PROBATION DEPARTMENT MANAGERS) UNIT 075
AND
THE COUNTY OF ALAMEDA**

SIDE LETTER OF AGREEMENT

COMPENSATING TIME ACCUMULATION CEILING FOR INSTITUTIONAL SUPERVISOR I'S

February 27, 2017

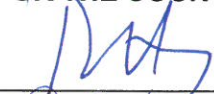


The parties agree, effective two pay periods following adoption of the MOU by the Board of Supervisors, the following amendments will be made to the Administrative Code Section 3.28.120:


3.28.120 - Payment of overtime to nonexempt M-designated employees.

Persons employed in positions to which the designation "M" is affixed in the salary ordinance but who are not bona fide executive, administrative, or professional employees as defined by the provisions of the Fair Labor Standards Act, shall be compensated at the premium overtime rate in cash or compensating time off, in accordance with departmental rules, for all work performed in excess of forty (40) hours in a workweek. Any compensating time off shall be accrued and paid in accordance with section 7(o) of the Fair Labor Standards Act, except that the maximum accrual of untaken compensating time off shall not at any time exceed eighty (80) hours unless specifically approved in writing by the county administrator and the director of personnel and labor relations, but in no event to exceed two hundred forty (240) hours.

Effective two pay periods following adoption of the MOU by the Board of Supervisors, employees in job code 6217SM, represented by the ACMEA Probation Managers 075, shall be allowed a maximum accrual of untaken compensating time not to exceed one-hundred (100) hours unless specifically approved in writing by the county administrator and the director of personnel and labor relations, but in no event to exceed two hundred forty (240) hours.

FOR THE COUNTY:


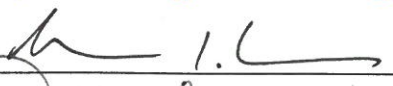
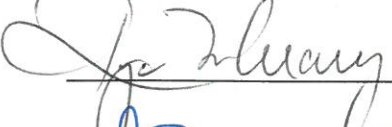

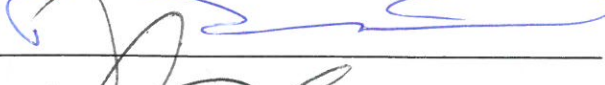







DATE:

2/27/17

FOR ACMEA PROBATION MANAGERS (075):

DATE:

2/27/2017

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(PROBATION DEPARTMENT MANAGERS) UNIT 075
AND
THE COUNTY OF ALAMEDA

SIDE LETTER OF AGREEMENT

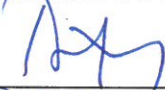
SHARE THE SAVINGS


February 27, 2017


The parties agree that the County shall increase the existing monthly Share the Savings stipend in Plan Year 2018, so that the new monthly totals shall be as follows:


- \$200 for those employees who decline 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:



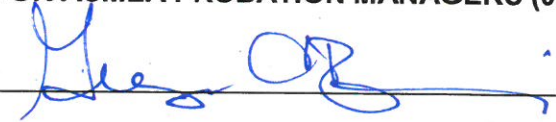


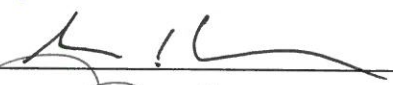





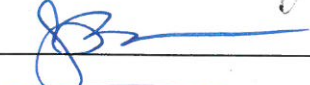
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FOR ACMEA PROBATION MANAGERS (075):

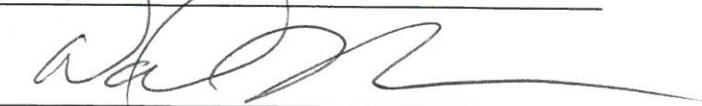












DATE: 2/27/2017

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(PROBATION DEPARTMENT MANAGERS) UNIT 075

AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

VACATION SELLBACK

The parties agree the yearly maximum allowable vacation sellback shall be fifteen (15) days per fiscal years 2014-2015 and fiscal year 2015-2016.

The parties agree the yearly maximum allowable vacation sellback shall be twenty (20) days per fiscal year 2016-2017, fiscal year 2017-2018, fiscal year 2018-2019, and fiscal year 2019-2020. The yearly maximum allowable vacation sellback for ACMEA Probation Managers Unit 075 shall return to fifteen (15) days in fiscal year 2020-2021.

FOR THE COUNTY:

Cynthia Baron
Daniel Murray

FOR ACMEA PROBATION MANAGERS (075):

[Signature]

DATE: 4/17/2017

DATE: 4/17/2017