

Human Resource Services

December 14, 2011

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

SECOND READING

Subject: Adopt Memorandum of Understanding, Salary Ordinance Amendments, and Five Sideletters of Agreement

Dear Board Members:

Recommendation:

CONTINUED FROM (Item #29)
Tuesday, 12/20/11

That your Board (1) adopt an Ordinance approving the September 18, 2011 through September 12, 2015, Memorandum of Understanding between the International Federation of Professional and Technical Engineers, (IFPTE) Local 21, Professional Association of County Employees (PACE), (Units S-06 and S-25) and the County of Alameda, (2) adopt three Salary Ordinance amendments amending Sections of Article 7, to implement changes agreed to with PACE, (3) amend a footnote in the Social Services Agency, and (4) adopt five sideletters of agreement.

Discussion/Findings:

Your representatives and representatives of the Professional Association of County Employees, IFPTE, Local 21 have reached agreement on a new Memorandum of Understanding, for the Units S-06 and S-25, which will expire in September 2015. The agreement calls for zero wage increases for Years 2011, 2012, 2013 and 2014 and elimination of the 3% retirement pick-up effective August 2015. Effective January 2012 and through the remaining term of this MOU, the County will pay 90% of the total premium of the HMO plans or 90% of the lowest cost HMO plan toward the total premium for a PPO/Indemnity Plan at the corresponding level of coverage.

The agreement further provides additional and clarifying language for Industrial Sick Leave duration and limiting medical appointments once an employee has returned to work; and allows employees to enroll in the Voluntary Vision Plan, premiums to be paid by the employees through payroll deductions.

PACE, IFPTE Local 21 has also agreed to process complaints of discrimination according to the Uniform Complaint Procedure, outlined in Chapter 3.48 – Employment Discrimination Complaint Procedure of the Alameda County Administrative Code.

Additionally, if during the term of this agreement, 50% or more of the County's non-safety employees agree to change their retirement formula, upon request of the County, the MOU will be reopened to meet and confer over changes in the County's retirement formula for PACE represented employees.

The Salary Ordinance amendment calls for changes that include: Section 7-10, Allocation of Cafeteria Benefit Plan, which is being increased from \$2300 to \$2600 in Plan Year 2012 and from \$2600 to \$2900 in Plan Year 2013; Section 7-5, Paid Leave, provides for three additional management paid leave days in calendar year 2012 only, and one additional management paid leave day in calendar year 2013 only, with this added leave only being eligible for use after July 1 of the year it is granted; and Section 7-4, Vacation Sellback, is being increased from 15 days to 20 days for Fiscal Years 2012-2013 and 2013-2014 only. In addition, we are amending Section 3-18.25, to clarify the intent of the footnote provision.

The five sideletters have the following provisions: (1) allows provisions to reopen the MOU during the term of the agreement, if 50% or more of the County's non-safety employees agree to change their retirement formula, upon request of the County, the MOU will be reopened to meet and confer over changes in the retirement formula for PACE; (2) Vacation Sellback is being increased from 15 days to 20 days for Fiscal Years 2012 and 2013 only; (3) establishes a mutual understanding of the intent of Paid Management Leave; (4) establishes a Joint Committee to discuss flextime; and (5) allows employees to participate in the Alternative Child Care Assistance Program to address specific need for alternative job-related child care.

Financing:

Funds are available in the 2011-2012 budget appropriation to pay the costs of these actions.

Very truly yours,



Mary Welch, Interim Director
Human Resource Services

MW:te
Z:\Board Letters\12.20.11 PACE MOU Adoption

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

Approved as to Form
Office of the County Counsel

By  _____

AN ORDINANCE APPROVING THE
SEPTEMBER 18, 2011 – SEPTEMBER 12, 2015 MEMORANDUM OF UNDERSTANDING WITH THE
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE), IFPTE, LOCAL 21

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

SECTION I

The provisions of sections 1 through 23, and Appendices A, B and C of the September 18, 2011 through September 12, 2015, Memorandum of Understanding, dated December 14, 2011, between the County negotiators and the Professional Association of County Employees, Local 21, applicable to employees in Representation Unit S06, is hereby approved and incorporated herein by reference.

SECTION II

The provisions of sections 1 through 23 and Appendices A, B and C of the September 18, 2011 through September 12, 2015, Memorandum of Understanding, dated December 14, 2011, between the County negotiators and the Professional Association of County Employees, Local 21, applicable to employees in Representation Unit S25, is hereby approved and incorporated herein by reference.

SECTION III

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.

Approved as to Form
Office of the County Counsel

By 

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2011 - 2012
ALAMEDA COUNTY SALARY ORDINANCE

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

SECTION I

Section 7-10, Cafeteria Benefit Plan, of the 0-2011-4 of the County of Alameda is hereby amended by the addition thereto of the following paragraphs.

Effective January 1, 2012, each PACE represented full time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$2,600 for the calendar year (prorated to the effective date of the 90/10 cost sharing). This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last 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 maximum sum available to an PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$2,600 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2013, each PACE represented full time employee in Representation Units S-06, and S-25, is eligible for a cafeteria benefit plan in the amount of \$2,900 for the calendar year and every year thereafter. This amount shall be prorated in advance of the calendar year for employees regularly scheduled to work less than full-time based upon the hours which the employee has been regularly scheduled to work. An employee appointed to a position in a classification with a Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the two last 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 maximum sum available to an PACE represented employee assigned to Representation Units S-06 and S-25 who reinstates, shall not exceed \$2,900 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

SECTION II

Section 7-5, Paid Leave, of Ordinance Number 0-2011-4 of the County of Alameda is hereby amended by the addition thereto of the following paragraphs.

- Q. Effective January 1, 2012, each employee represented by Professional Association of County Employees (PACE) in Representation Units S-06 and S-25, who is an executive, administrative, or professional employee exempt from the overtime provisions of the Fair Labor Standards Act, shall receive an additional 3 days of paid management leave of absence for a total of 10 days in calendar year 2012 only, and an additional 1 day of paid management leave of absence for a total of 8 days in calendar year 2013 only, to be used after July 1 of the year it is granted. The County reserves the right to designate when such additional days shall be taken. An employee appointed after the start of the calendar year 2012 shall receive paid leave of absence prorated at the rate of 6.67 hours for each month or any part of

a month to be worked thereafter during the remainder of the calendar year. An employee appointed after the start of the calendar year 2013 shall receive paid leave of absence prorated at the rate of 5.33 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work.

Effective January 1, 2014, the paid leave days for FLSA exempt employees represented by Professional Association of County Employees (PACE) in Representation Units S-06 and S-25, shall return to 7 days of paid management leave per calendar year.

Effective January 1, 2012, each employee represented by Professional Association of County Employees (PACE) in Representation Units S-06 and S-25, who is covered by the overtime provisions of the Fair Labor Standards Act, shall receive an additional 3 days of paid management leave of absence for a total of 6 in calendar year 2012 only and an additional 1 day of paid management leave of absence for a total of 4 in calendar year 2013 only. The 3 additional days in 2012 and the 1 additional day in 2013 may not be used until after July 1, of the year it is granted. The County reserves the right to designate when such additional days shall be taken. An employee appointed after the start of the calendar year 2012 shall receive paid leave of absence prorated at the rate of 4.0 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. An employee appointed after the start of the calendar year 2013 shall receive paid leave of absence prorated at the rate of 2.67 hours for each month or any part of a month to be worked thereafter during the remainder of the calendar year. Paid leave shall be prorated for part time employees based upon the proportion of the normal 40 hour workweek for which the employee is regularly scheduled to work.

Effective January 1, 2014, the paid leave days for employees covered by the overtime provision of the FLSA, represented by Professional Association of County Employees (PACE) in Representation Units S-06 and S-25, shall return to 3 days of paid management leave per calendar year.

SECTION III

Section 7.4, Vacation Sellback, of Ordinance Number 0-2011-4 of the County of Alameda is hereby amended by the addition thereto of the following paragraph.

- Q. Effective July 1, 2012, for employees represented by PACE, in Units S-06 and S-25, the yearly maximum vacation sellback shall be increased from fifteen (15) days to twenty (20) days in Fiscal Years 2012-2013 and 2013-2014. The yearly maximum vacation sellback for an employee represented by PACE, in Units S-06 and S-25, shall return to fifteen (15) days in Fiscal Year 2014-2015.

SECTION IV

Article 3 of Ordinance Number 0-2011-4 of the County of Alameda is hereby amended to read as follows.

Section 3-18.25 The employee in Job Code 6750SM assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage for a 24-hour shift, two-thirds or more of which falls on a Saturday, Sunday, or County observed holiday, in addition to his/her regular assignment, shall be compensated at the rate of \$250 per 24-hour shift.

Effective November 18, 2007, coverage for a 24-hour shift, two thirds or more of which falls on a Saturday, Sunday, shall be increased to \$300 per 24-hour shift. Effective, November 16, 2008, coverage for a 24-hour shift, two-thirds or more of which falls on a County observed holiday shall be increased to \$300 per 24-hour shift.

The employee in Job Code 6750SM assigned to the Emergency Response Unit to provide coverage for emergency calls in lieu of on-site coverage for an "after hours" shift during the work week, in addition to his/her regular assignment, shall be compensated at the rate of \$50 per shift.

Effective November 16, 2008, this rate shall be increased to \$65 per shift. (BOS approved 6/17/08). An "after hours" weekday shift shall be defined as a shift during which no less than two-thirds of the hours worked fall between 10 p.m. and 8 a.m., beginning Monday and ending Saturday morning.

SECTION V

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:TE:vb

Z:\Board Letters\12.20.11PACE SO Amendment

LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA
AND
THE INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION, LOCAL21, UNITS S06 AND S25

November 14, 2011

The Alameda County Board of Supervisors and the Professional Association of County Employees (PACE), Local 21, Units S06 and S25 hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

1. A child's illness which precludes the use of the employee's regular child care arrangement

Or

2. An unanticipated, temporary interruption of an employee's regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee's regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will begin on January 1, 2012 on a prorated basis, and will continue each fiscal year on July 1, unless either party (County or PACE) requests to reopen the agreement on or before *May 1st* of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY) for PACE, Local 21, Unit S06 and S25 (combined), unless modified by agreement. Underutilization of any FY's budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

1. Be in a PACE represented class;
2. Need job related child care for at least one child under 14 years of age;
3. Understand that the child care reimbursements will be reported as income to the IRS and State Franchise Tax Board.

REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.

2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child, or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work on date alternative child care services were provided. The supervisor has no other responsibilities or authority in regards to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:

The County and PACE, Local 21, Units S06 and S25, agree that the Alternative Child Care Assistance program shall continue each fiscal year during the term of this agreement.

Signed and entered into the 14th day of November 2011.

For the County:

Danthon
[Signature]
Munich
Charles H. Exinger
Michael
Thy Li

For the Union:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature] VP-CU 3
[Signature] KIRA BIERE

DATE: NOVEMBER 14, 2011

DATE: 11/14/11

**MOU NEGOTIATIONS
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION UNITS S06 AND S25
AND
THE COUNTY OF ALAMEDA**

TENTATIVE AGREEMENT TO COUNTY PROPOSAL #7

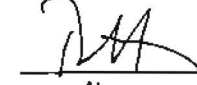
SIDELETTER OF AGREEMENT


November 14, 2011

INTENT: MOU Re-Opener Provision for changes to the retirement formula.

The parties agree that if during the term of this agreement, ~~the retirement formula applicable to 50% or more of the County's non-safety employee's changes, 50% or more of the County's non-safety employee's agree to change their retirement formula,~~ that upon request of the County, Local 21, PACE shall meet and confer with the County to change their retirement formula. Local 21, PACE agrees to meet and confer within 60 days of the written request by the County.

For the County:





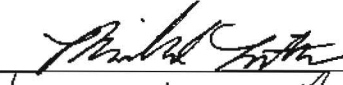
Maurice Price


Aracely H. Espinoza

Alfreda Seal

Toby H.

For the Union:





Janice V. Leon

Dorinda Dawson

Barbara Murray VP-CWS

Kiera Birne

DATE: NOVEMBER 14, 2011

DATE: 11/14/11

**MOU NEGOTIATIONS
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION UNITS S06 AND S25
AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT

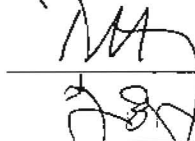
November 14, 2011


INTENT: Establish a Joint Committee to discuss Flextime.

The parties mutually agree to establish a joint labor/management committee within 90 days following the adoption of this MOU. The committee will discuss and develop Flextime Guidelines for PACE represented employees. These guidelines will be submitted as a recommendation to the Social Services Agency Director within 120 days following the commencement of the committee. These guidelines shall be subject to meet and confer prior to implementation.

Upon implementation, the following Sideletters of Agreement will no longer be in effect: Flextime for management and supervisory employees represented by the Professional Association of County Employees, Local 21 dated September 25, 2001, November 8, 2004 and May 14, 2008.

For the County:



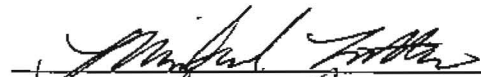

Michael Reine


Araceli H. Espinoza


Leticia Paul


Toby Li


For the Union:

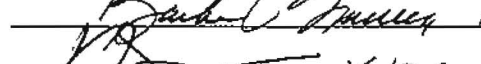












KIRA BYRNE

DATE: NOVEMBER 14, 2011

DATE: 11/14/11

**MOU NEGOTIATIONS
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION UNITS S06 AND S25
AND
THE COUNTY OF ALAMEDA**

TENTATIVE AGREEMENT

November 14, 2011

INTENT: To temporarily increase the yearly maximum allowable vacation sellback an additional five days for fiscal year 2012-2013 and 2013-2014.

SIDELETTER

The parties agree to increase the yearly maximum allowable vacation sellback from fifteen (15) days to twenty (20) days for fiscal year 2012-2013 and 2013-2014 only.

In Fiscal Year 2014-2015, the yearly maximum allowable vacation sellback shall return to fifteen (15) days.

For the County:

Danuth
12/20/11
Marlene Rie
Arachis G. Gaspary
Walter Deal
Rhye

For the Union:

Michael Rie
11/14/11
John V. Leo
Charles Rie
Paul Rie
KYRA BIERNE

DATE: NOVEMBER 14, 2011

DATE: 11/14/11

**MOU NEGOTIATIONS
BETWEEN
INTERNATIONAL FEDERATION OF PROFESSIONAL
AND TECHNICAL ENGINEERS, LOCAL 21
PROFESSIONAL ASSOCIATION OF COUNTY EMPLOYEES (PACE)
REPRESENTATION UNITS S06 AND S25
AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT**

November 14, 2011

INTENT: To establish a mutual understanding of the intent of Paid Management Leave.

Salary Ordinance, Section 7-5. Paid Leave, states that the County recognizes that the time required by employees to complete their duties is not limited by the length of the normal County workweek. Each employee who, as an executive, administrative, or professional employee, is exempt from the overtime provisions of the Fair Labor Standards Act may be granted paid leave of absence in each calendar year as outlined in the Salary Ordinance Section 7-5 Paid Leave in recognition of time worked in excess of the normal County workweek, but not on an hour-for-hour or other proportional basis.

The parties acknowledge that the County may continue to require employees represented by PACE to work additional hours outside of their normal workweek to complete work and/or provide coverage, if necessary.

For the County:

Daniel M. [Signature]
[Signature]
Maurice Keil
Arupis G. Espargosa
[Signature]
[Signature]

DATE: NOVEMBER 14, 2011

For the Union:

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
[Signature]
KIRA BYRNE

DATE: 11/14/11