



Human Resource Services

AGENDA NO. _____ January 5, 2021 **REVISED**

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

January 5, 2021

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

SUBJECT: APPROVE AN AGREEMENT WITH APCA; ADOPT SALARY ORDINANCE AMENDMENTS TO UPDATE: 1) SUBSECTION 1-1.1 TO INCREASE SALARIES FOR CLASSES REPRESENTED BY APCA AND UNREPRESENTED ATTORNEY CLASSES RELATED TO IFPTE, LOCAL 21, PD UNITS R68 AND 069 & ACCA; 2) ADD SUBSECTION TO SECTION 7-10; AND 3) ADD SUBSECTION 3-21.102 RELATED TO COVID-19 AND ADOPT ONE ADMINISTRATIVE CODE AMENDMENT TO SECTION 3.64.050

Dear Board Members:

RECOMMENDATIONS:

- A. Approve an Agreement between the County of Alameda ("County") and the Alameda County Prosecutors' Association ("ACPA") to increase the salaries, County Allowance and annual PPO dental maximum, and implement an increase to the employee's medical premium cost-share.
- B. Adopt Salary Ordinance amendments to:
 - i. Update Article 1, Section 1-1 (Pay Rate Schedules), subsection 1-1.1, to increase the salaries for: 1) classifications represented by APCA by three and one-quarter percent (3.25%) effective February 7, 2021, and three and one-half percent (3.50%) effective February 6, 2022; and 2) Unrepresented Attorney classifications related to IFPTE, Local 21 Public Defender Units R68 and 069 ("PD") and Alameda County Counsel's Association ("ACCA"), by three and one-quarter percent (3.25%), effective February 7, 2021;
 - ii. Add a new subsection to Article 7, Section 7-10 (Cafeteria Benefit Plan: Amount of Allocable Money) to increase the County Allowance for classifications represented by APCA to \$3,500 effective January 1, 2022; and
 - iii. Add a new subsection 3-21.102 to Article 3, Section 3-21 (Miscellaneous) to provide COVID-19 Paid Administrative Leave ("PAL") for employees, who are not covered by Title 8, California Code of Regulations ("CCR") § 5199 (Aerosol Transmissible Diseases) and who are instructed to quarantine as a result of a COVID-19 workplace exposure upon exhaustion of their accrued sick leave, retractive to November 30, 2020.
- C. Adopt one (1) Administrative Code amendment to Chapter 3.64 (EMPLOYEE HEALTH AND WELFARE BENEFIT PROGRAM), by adding subsections to Section 3.64.050 (County medical and dental contribution) to temporarily codify the Agreement between the County and APCA (in the absence of a Memorandum of Understanding ("MOU") between said Parties) related to medical and dental contribution: 1) the current County medical contribution of 87.5%; and effective February 1, 2022, the County medical contribution will be 85% as referenced in subsection 3.64.050 A.3.; and 2) the current annual PPO dental maximum of \$1,650 and the increase from \$1,650 to \$1,750 effective February 1, 2022 in subsection 3.64.050 B. Said amended provisions shall be deleted from the Administrative Code upon adoption of an MOU between the Parties by your Board.

DISCUSSION/SUMMARY:

Unrepresented Attorney classifications in the Office of the Alameda County District Attorney ("Office of DA"), now represented by ACPA, historically received the same salary increases as IFPTE, Local 21 PD and ACCA; however, due to extenuating circumstances related to negotiating a MOU between the County and the newly-formed ACPA Representation Unit R46, staff recommends that your Board approve a one-time, non-precedent setting Agreement to allow for timely salary increases similar to PD and ACCA. Said Agreement also includes implementation of an increase to the employee's medical premium cost share, and increases to the annual PPO dental maximum and County Allowance related to employee health benefits. Therefore, staff recommends that your Board adopt an Agreement between the County and ACPA to: 1) grant the same salary increases as the IFPTE, Local 21, PD and ACCA to the Attorney classifications represented by ACPA of three and one-quarter percent (3.25%) effective February 7, 2021 and three and one-half percent (3.5%) effective February 6, 2022; 2) grant an increase to the County Allowance from \$3,300 to \$3,500 effective January 1, 2022; 3) grant an increase to the annual PPO dental maximum from \$1,650 to \$1,750 effective February 1, 2022; and 4) implement an increase to the employee's medical premium cost-share from 12.5% to 15% effective February 1, 2022.

Further, Unrepresented Attorney classifications within the Department of Child Support Services, Office of County Counsel, Office of the Public Defender, Office of DA, and the Alameda County Employees' Retirement Association historically received the same salary increase as IFPTE, Local 21 PD and ACCA. The same salary increase has also applied to the following Department Heads: County Counsel (JC #3260), Public Defender (JC #3140) and District Attorney (JC #0047). As such, staff also recommends increasing the salaries of the specified Unrepresented Attorney classifications in the attached Salary Ordinance amendment by three and one-quarter percent (3.25%) effective February 7, 2021.

Lastly, in accordance with the Emergency Temporary Standards, 8 CCR § 3205(c)(10), adopted by the California Occupational Safety and Health Standards Board ("Cal/OSHA") on November 19, 2020, the County is required to continue and maintain an employee's pay, with the exception of employees who are covered by Title 8, CCR § 5199 (Aerosol Transmissible Diseases), when said employee is exposed and deemed a close contact to COVID-19 in the workplace, and is instructed to quarantine for a period of time as recommended by the County's Health Officer. Thus, staff recommends that during the quarantine period, if said employee is otherwise able and available to work but telework is not available and upon exhaustion of their accrued sick leave, the employee shall be placed on PAL until the end of the quarantine period in accordance with COVID-19 return to work criteria and when employee is not covered by workers' compensation. This benefit (PAL) does not apply to any period of time during which the employee is unable to work for reasons other than quarantine related to protecting persons at the workplace from possible COVID-19 transmission, where the COVID-19 exposure is not work related, when the employee is working from home or when the employee is not covered by 8 CCR § 5199. The subsection 3-21.102 shall sunset effective upon the expiration date of 8 CCR § 3205(c)(10) and shall be removed from the Salary Ordinance upon the sunset date.

FINANCING:

Funds are available in the 2020-2021 Approved Budget and will be included in future years' requested budgets to cover the costs resulting from these actions.

VISION 2026 GOAL:

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

Very truly yours,

DocuSigned by:

Joe Angelo

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Joe Angelo, Director
Human Resource Services

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

SECOND READING - CONTINUED FROM 01/05/2021

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING CERTAIN PROVISIONS OF THE 2020 – 2021 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, to be effective as follows:

Job Code		Title	Unit Code	Effective Date	Step 01	Step 02	Step 03	Step 04	Step 05	FLSA Status
0045	EM	Chief Asst District Attorney	051	2/7/2021	9824.80				11569.60	X
0047	SE	District Attorney	031	2/7/2021					13867.20	X
1340	PA	Chief Counsel, ACERA	066	2/7/2021	8080.80				10645.60	X
1342	PA	Associate Counsel, ACERA	066	2/7/2021	5339.20				8672.00	X
3127	SM	Sr Assistant Public Defender	068	2/7/2021	9580.00				10645.60	X
3130	EM	Chief Asst Public Defender	051	2/7/2021	8912.00				11569.60	X
3140	SE	Public Defender	071	2/7/2021	9316.80				12708.00	X
3150	PA	Child Support Attorney I	U15	2/7/2021	3613.60				5480.80	X
3151	PA	Child Support Attorney II	U15	2/7/2021	5480.80				6592.00	X
3152	PA	Child Support Attorney III	U15	2/7/2021	6921.60				7800.00	X
3153	PA	Child Support Attorney IV	U15	2/7/2021	7972.80				8672.00	X
3160	SM	Spvg, Chd Support Attorney	U15	2/7/2021	7260.80				9562.40	X
3240	SM	Senior Depty County Counsel	U65	2/7/2021	7260.80				9562.40	X
3245	SM	Asst County Counsel	U65	2/7/2021	8080.80				10645.60	X
3250	EM	Chief Asst County Counsel	051	2/7/2021	8912.00				11569.60	X
3260	SE	County Counsel	071	2/7/2021	9780.80				12708.00	X
3300	PA	Deputy District Attorney	R46	2/7/2021	4020.80				8672.00	X
3300	PA	Deputy District Attorney	R46	2/6/2022	4161.60				8975.20	X
3300N	PA	Deputy District Attorney SAN	R46	2/7/2021					120.83	X
3300N	PA	Deputy District Attorney SAN	R46	2/6/2022					125.06	X
3390	PA	Asst DA I-Senior Deputy DA I	R46	2/7/2021	7260.80				9562.40	X
3390	PA	Asst DA I-Senior Deputy DA I	R46	2/6/2022	7515.20				9896.80	X
3400	PA	Asst DA II-Senior Deputy DA II	046	2/7/2021	8080.80				10645.60	X

SECTION II

Article 7, Section 7-10 of the County of Alameda Salary Ordinance is hereby amended by adding a new subsection as follows:

Effective February 25, 2020, each Alameda County Prosecutors' Association represented full-time employees are eligible for a cafeteria benefit plan in the amount of three thousand three hundred dollars (\$3,300); and effective January 1, 2022, the cafeteria benefit plan County Allowance amount shall be increased to three thousand five hundred dollars (\$3,500). 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 mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked 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 employees who reinstates shall not exceed the applicable annual County Allowance amount minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year.

SECTION III

Article 3, Section 3-21 of the County of Alameda Salary Ordinance is hereby amended by adding a new subsection as follows:

3-21.102– Effective November 30, 2020, in accordance with the Emergency Temporary Standards, 8 CCR § 3205(c)(10), adopted by the California Occupational Safety and Health Standards Board (Cal/OSHA) on November 19, 2020, a County of Alameda ("County") employee who in the course and scope of employment is 1) exposed to COVID-19, 2) deemed a close contact due to the workplace exposure, and 3) who, if not for the workplace exposure, is otherwise able and available to work, shall be instructed to quarantine for a period of time as recommended by the County's Health Officer. During the quarantine period, if said employee is unable to telework, the employee shall be required to use their accrued sick leave. Upon exhaustion of the employee's accrued sick leave and if the County requires the employee to remain off work to complete the quarantine period, and employee is unable to telework, the employee shall be placed on paid administrative leave ("PAL") until the end of the quarantine period in accordance with COVID-19 return to work criteria and when not covered by workers' compensation. This subsection 3.21.102 does not apply to any period of time during which the employee is unable to work for reasons other than quarantine related to protecting persons at the workplace from possible COVID-19 transmission, where the COVID-19 exposure is not work related, when the employee is working from home or when the employee is covered by 8 CCR § 5199.

This subsection 3-21.102 shall sunset effective upon the expiration date of 8 CCR § 3205(c)(10) and shall be removed from the Salary Ordinance upon the sunset date.

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 it in the Inter-City Express, a newspaper published in the County of Alameda.

**NEGOTIATIONS
BETWEEN
COUNTY OF ALAMEDA
AND THE
ALAMEDA COUNTY PROSECUTORS' ASSOCIATION**

Agreement

The parties to this Agreement are the County of Alameda ("County") and the Alameda County Prosecutors' Association ("ACPA").

On February 25, 2020, the Board of Supervisors ("BOS") certified ACPA as the recognized employee organization for employees in the classifications of Deputy District Attorney (Job Code 3300); Deputy District Attorney SAN (Job Code 3300N); and Assistant District Attorney I / Senior Deputy District Attorney I (Job Code 3390), in Representation Unit R46. As a result, on April 15, 2020, the parties commenced negotiations in good faith on a new Memorandum of Understanding ("MOU") with the goal of reaching agreement on wages, hours, and terms and conditions of employment. Due to extenuating circumstances related to negotiating a new MOU, on a one-time non-precedent setting basis and prior to concluding negotiations on a new MOU, the parties agree to 1) implement timely salary increases and 2) implement an increase to the employee's medical premium cost-share.

As such, the parties have conferred and consulted with one another on these two (2) issues and have entered into this Agreement in a good faith effort to address both the County and ACPA's interests and in order to protect, to the fullest extent possible, wages, hours, and terms and conditions of employment of County employees represented by ACPA. This interim Agreement does not reflect all terms and condition of employment that the parties anticipate incorporating into and as part of a comprehensive MOU.

The parties agree to amend the County's Salary Ordinance and Administrative Code to reflect the agreed upon provisions as outlined below. The parties further agree to incorporate Section 6 (Wages and Alameda County Employee Retirement Association (ACERA) Contributions); Section 13 (Medical, Dental, Vision, Share the Savings, Cafeteria Benefit Plans, and County Allowance); Section 22. (Scope and Term of the Memorandum of Understanding), and Appendix A (Salaries by Job Classifications) detailed below into the new comprehensive MOU being negotiated between the parties. Said provisions shall be in full force and effect through the term of the new MOU, February 25, 2020 through November 12, 2022, subject to adoption by the Board of Supervisors.

For the purposes of this Agreement, the parties agree to the following:

- I. **Salary Ordinance:** Update Salary Ordinance, Article 1, Section 1-1 (Pay Rate Schedules), Subsection 1-1.1 to adjust the salaries of the classifications represented by ACPA, Bargaining Unit R64 to reflect the following increases:

1. Effective February 7, 2021, base wage rates shall increase by three and one-quarter percent (3.25%) of February 6, 2021 base wage rates.
2. Effective February 6, 2022, base wage rates shall increase by three and one-half percent (3.5%) of February 5, 2022 base wage rates.

Job Code	Unit	Title	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	BiWeekly Hours	FLSA Status
3300	PA	R46	Deputy District Attorney						80.00	X
			02/07/2021	4020.80				8672.00		
			02/06/2022	4161.60				8975.20		

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Job Code	Unit	Title	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	BiWeekly Hours	FLSA Status
3300N	PA	R46	Deputy District Attorney SAN							X
			02/07/2021					120.83		
			02/06/2022					125.06		
3390	PA	R46	Assistant District Attorney I - Senior Deputy District Attorney I						80.00	X
			02/07/2021	7,260.80				9,562.40		
			02/06/2022	7,515.20				9,896.80		

II. Salary Ordinance: Amend Salary Ordinance Section 7-10 (Cafeteria Benefit Plan: Amount of Allocable Money) by adding a new subsection as follows:

Effective February 25, 2020, each Alameda County Prosecutors' Association represented full-time employee is eligible for a cafeteria benefit plan in the amount of three thousand three hundred dollars (\$3,300); and effective January 1, 2022, the cafeteria benefit plan County Allowance amount shall be increased to three thousand five hundred dollars (\$3,500). 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 mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked 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 County Allowance amount available to employees who reinstate in the same calendar year shall not exceed the total amount authorized for that same calendar year referenced herein, minus the sum of the County Allowance received by the employee during the portion of the calendar year precedent termination.

III. Administrative Code: Amend Administrative Code Section 3.64.050, subsections A. (Medical) and B. (Dental), by adding to subsections A.3. (Alameda County Prosecutors' Association ("ACPA")), and B.3. (Alameda County Prosecutors' Association) as follows:

A. Medical

3. Alameda County Prosecutors' Association ("ACPA").

- a. For employees represented by ACPA, the County shall contribute eighty-seven and one-half (87.5) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, or family).
- b. Effective February 1, 2022, for employees represented by ACPA, the County shall contribute eighty-five (85) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e. self, self + one dependent, family).

B. Dental.

3. Alameda County Prosecutors' Association. For employees represented by ACPA, the annual PPO dental maximum allowable shall be one thousand six hundred fifty dollars (\$1,650.00). Effective Plan Year 2022, the annual PPO dental maximum allowable shall be one thousand seven hundred and fifty dollars (\$1,750.00).

- a. Subsections 3.64.050 A.3.a., A.3.b., and B.3. herein shall be deleted from this Administrative Code upon adoption of the new MOU between the County and ACPA by the Board of Supervisors.

- IV. **Negotiated MOU:** As noted above, the parties shall incorporate the following Sections into a newly-negotiated MOU between the parties covering the period February 25, 2020 through November 12, 2022, or as adopted by the BOS:

SECTION 6. WAGES AND ALAMEDA COUNTY EMPLOYEE RETIREMENT ASSOCIATION (ACERA) CONTRIBUTIONS

6.A. WAGES. Salaries for all represented classifications shall be increased as follows:

1. Effective February 7, 2021, base wage rates shall increase by three and one-quarter percent (3.25%) of February 6, 2021 base wage rates.
2. Effective February 6, 2022, base wage rates shall increase by three and one-half percent (3.5%) of February 5, 2022 base wage rates.

6.B. ACERA CONTRIBUTIONS. The County contributions set forth in subsections 6.B.1. (County Contribution for Tier 1 Members) and 6.B.2 (County Contribution for Tier 2A Members) shall be for full-time employees on full-time paid status. If the employee is on paid status less than full-time, the County contribution shall be prorated each pay period based upon the proportion of hours the employee is on paid status (excluding vacation purchase hours referenced in subsection 9.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.

1. **County Contribution for Tier 1 Members:** Effective December 22, 2002, for employees who are Tier 1 members of ACERA, the County shall contribute towards the employee contribution to ACERA in an amount equal to three percent (3%) of the employee's salary.
2. **County Contribution for Tier 2A Members:** Effective December 22, 2002, for employees who are Tier 2A members of ACERA, the County shall contribute towards the employee contribution to ACERA in an amount equal to three percent (3%) of the employee's salary.

Employees who are Tier 4 members of ACERA are excluded from the provisions of this subsection 6.B. (ACERA Contributions).

SECTION 13. MEDICAL, DENTAL, VISION, SHARE THE SAVINGS, CAFETERIA BENEFIT PLANS, AND COUNTY ALLOWANCE

13.A. MEDICAL PLANS. The County offers Health Maintenance Organization (HMO) medical plan options. At least one (1) option shall include, but is not limited to, a plan with the following co-payments: office visit fifteen dollars (\$15.00) per visit, emergency room up to fifty (\$50.00) per visit, and prescription coverage. Alternative plan options listed in subsection 13.A.3. (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 biweekly 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 provided in subsection 13.A.1. (Payment of Premiums) below.

1. **Payment of Premiums:**

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- a. The County shall contribute eighty-seven and one-half percent (87.5%) of the total semi-monthly medical premium for an HMO plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family).
 - b. **Plan Year 2022:** Effective Plan Year 2022, the County shall contribute eighty-five percent (85%) of the total semi-monthly medical premium for an HMO plan at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family).
2. **Proration:** The County contribution (in subsection 13.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 9.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.
3. **Duplicative 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.

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 HMO plan;
 - Up to one (1) full family HMO plan with up to one (1) full family alternative HMO plan.

For any County employee 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.
4. **Effect of Leave Without Pay and Re-Enrollment:** Employees on leave without pay (including vacation purchase hours referenced in subsection 9.J. (Vacation Purchase Plan)) during a pay period that the semi-monthly medical premium is paid shall have their County contribution towards their medical premium prorated as provided in subsection 13.A.2. (Proration). Employees may elect to continue uninterrupted medical coverage for the duration of their leave without pay by paying one-hundred percent (100%) of their current plan medical premiums or enroll in and pay one-hundred percent (100%) of the premiums of a lower level medical plan coverage while on leave without pay. Employees who elect to enroll in and pay for a lower level medical 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 coverage medical plan during Open Enrollment.

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Failure to pay the premiums will result in a lapse in coverage. Any employee who is on leave without pay, and who loses his or her medical plan coverage for three (3) months or less, shall be allowed to re-enroll as a continuing member in the same plan under which the employee had coverage prior to the leave without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date the employee returns 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.

5. **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 plan, employees must notify the EBC within thirty (30) days when they experience a qualifying event (e.g., marriage, adoption, loss of medical coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.
 6. **Open Enrollment:** Eligible employees may choose from the medical plans offered by the County and make benefits election changes during the County's annual Open Enrollment period.
- 13.B. DENTAL PLANS.** The County offers both a Dental Health Maintenance Organization (DHMO) and a Preferred Provider Organization (PPO) dental plan options. Alternative plan options listed in subsection 13.B.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 biweekly pay period for their classification, shall be entitled to elect coverage from the 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 coverage (i.e. Self, Self + 1 dependent, Family) provided that the employee is on paid status (excluding vacation purchase hours referenced in subsection 9.J. (Vacation Purchase Plan), which do not count as hours in paid status) at least fifty percent (50%) of the normal full-time biweekly pay period for the job classification. If an employee is not in 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 the entire semi-monthly dental premium payment for the benefit.
 - a. The PPO dental annual maximum allowable shall be one-thousand, six-hundred and fifty dollars (\$1,650).
 - b. **Plan Year 2022:** Effective Plan Year 2022, the maximum annual dental coverage limit shall be increased by one hundred dollars (\$100) to a total of one-thousand seven-hundred and fifty dollars (\$1,750) per plan year.
 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 dental plan.

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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 together with up to one (1) PPO supplemental plan;
- Up to one (1) full family PPO plan together 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:** 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 referenced in subsection 9.J. (Vacation Purchase Plan)) shall be responsible for one-hundred percent (100%) of the semi-monthly dental premium. Failure to pay for premiums will result in a lapse of coverage. Employees on leave without pay, who lose their dental plan coverage for a duration of 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 without pay by completing the appropriate enrollment form within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Those employees whose 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. The effective date of coverage will be based on guidelines established by the County.

4. **Special Enrollment due to Change in Status:** To make changes to employee benefits elections outside of the annual open enrollment period for a County-sponsored dental plan, employees must notify the EBC within thirty (30) days of a qualifying event (e.g., marriage, adoption, loss of dental coverage by spouse/domestic partner, etc.) involving a change in status as defined by Internal Revenue Code Section 125.
5. **Open Enrollment:** Eligible employees may choose from the dental plans offered by the County and make benefits election changes during the annual Open Enrollment period.
6. **Orthodontic Coverage:** An orthodontics policy is available for the employee and their dependents. Premiums shall be paid by all employees through payroll deductions. Premium payments shall be established through agreement with the orthodontic coverage provider. This policy is subject to premium costs, eligibility requirement, age limitations, coverage exclusions and all other provisions set forth in the applicable insurance contracts.
7. **Dental Benefits Subject to Availability.** The foregoing County-offered benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County shall give notice to the Association of such benefit changes. Upon receiving such notice, the Association may request to meet and confer regarding a substitute benefit,

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but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

- 13.C. CHANGES IN MEDICAL AND DENTAL COVERAGE. Benefits Subject to Availability.** The foregoing County-offered medical and dental benefit options shall be available as listed to the extent that the applicable carrier continues to offer them. The County will notify the Association of changes in the availability of any of the above County-offered benefit plans regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the impact of such benefit changes on matters within the scope of representation. Within seven (7) days after its receipt of such notice, the Association may request to meet and confer regarding the impact of the change on matters within the scope of representation. Such notice shall be in writing and delivered to the County's Labor Relations Manager.

The parties agree that the County may make changes during the term of the MOU to the Medical and Dental Plans which do not materially impact the health benefits upon notice to the Association. Within seven (7) days of receiving such notice the Association may request to meet with the County.

The parties agree that the MOU shall be reopened on notice to the Association to discuss possible changes in the medical and dental plan design.

- 13.D. VISION PLAN.** Employees shall be eligible to participate in the Alameda County Voluntary Vision Plan. The premium cost shall be paid by the employee.

- 13.E. SHARE THE SAVINGS PLAN.** Employees who are eligible for medical benefits as defined in subsection 13.A. (Medical Plan Coverage) and have 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 13.E.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.	\$250.00
Employees who decline Family coverage and elect Single coverage.	\$200.00
Employees who decline Family coverage and elect 2-Party coverage.	\$150.00
Employees who decline 2-Party coverage and elect Single coverage.	\$150.00

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 9.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. An employee who is not on paid status at least fifty percent (50%) of the normal full-time biweekly 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 9.J. (Vacation Purchase Plan)) during a pay

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period that the semi-monthly stipend is paid shall have their stipend prorated as outlined in subsection 13.E.2. (Proration).

- 13.F. CAFETERIA BENEFIT PLAN.** Employees shall be 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 13.G. (County Allowance) below) in order to offset the cost related to such eligible benefits.

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

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 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 13.G.4. (Unallocated and/or Unused Funds).

- 13.G. COUNTY ALLOWANCE.** To help offset employee costs toward the Cafeteria Benefit Plan (as outlined in subsection 13.F. (Cafeteria Benefit Plan) above), 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 13.G.2. (Proration)).

1. Annual Allowance:

- a. The annual County Allowance amount shall be thirty-three hundred dollars (\$3,300) per calendar year.
- b. **Plan Year 2022:** Effective January 1, 2022, the annual County Allowance shall be increased to thirty-five hundred dollars (\$3,500) per calendar year.

- 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 proportion of hours that the employee has been regularly scheduled to work to the normal full-time biweekly 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 stipulated in subsection 13.G.1. (Annual Allowance) based upon the number of pay periods the employee is regularly 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.

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The County Allowance maximum sum available to an employee who reinstates shall not exceed the annual amount stipulated in subsection 13.G.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 plan 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 13.F. (Cafeteria Benefit Plan) above within the stated timeframe will result in having the unallocated County Allowance 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 as 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 22. SCOPE AND TERM OF MEMORANDUM OF UNDERSTANDING

Except as otherwise specifically provided herein, this MOU fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this MOU. Neither party shall, during the term of this 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 from February 25, 2020 to and including November 12, 2022.

APPENDIX A SALARIES BY JOB CLASSIFICATIONS

Listed herein are all those Alameda County job classifications represented by the Alameda County Prosecutors' Association in Representation Units R46. The salaries shown are established by the Alameda County Board of Supervisors, and are effective on the dates shown. The job classifications have a work week of 40 hours.

REPRESENTATION UNIT R46

Salaries as of February 7, 2021 to November 12, 2022

Job Code	Unit	Title	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	BiWeekly Hours	FLSA Status
3300	PA	R46	Deputy District Attorney						80.00	X
			02/07/2021	4020.80				8672.00		
			02/06/2022	4161.60				8975.20		
3300N	PA	R46	Deputy District Attorney SAN							X
			02/07/2021					120.83		
			02/06/2022					125.06		

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Job Code	Unit	Title	Effective Date	STEP 01	STEP 02	STEP 03	STEP 04	STEP 05	BiWeekly Hours	FLSA Status
3390	PA	R46	Assistant District Attorney I - Senior Deputy District Attorney I						80.00	X
			02/07/2021	7,260.80				9,562.40		
			02/06/2022	7,515.20				9,896.80		

WHEREFORE, the parties by and through their authorized agents and representatives agree to the terms of this Agreement subject to the approval of this Agreement by the County of Alameda Board of Supervisors.

TENTATIVE AGREEMENT

For the County:

DocuSigned by:



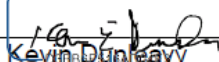
Keith Fleming
IEDA Negotiator

DocuSigned by:



Margarita Zamora
Labor Relations Manager

DocuSigned by:



Kevin Dunneavy
Chief Assistant District Attorney

DocuSigned by:



Amy Ho
Labor Relations Analyst

Date: 12/10/2020

For ACPA:

DocuSigned by:



Matthew Finnegan
Teamsters Local Union 856


DocuSigned by:



Edward Veira-Ducey
President

Date: 12/9/2020

DocuSigned by:



Joe Angelo, Director
Human Resource Services

Approved As To Form:
Donna Ziegler, County Counsel

DocuSigned by:



Kristy van Herick, Assistant County Counsel

Approved as to Form
DONNA ZIEGLER, County Counsel

By 
Kristy van Herick, Asst. County Counsel

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE
COUNTY OF ALAMEDA ADMINISTRATIVE CODE

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

SECTION I

Chapter 3.64 – EMPLOYEE HEALTH AND WELFARE BENEFIT PROGRAM, Section 3.64.050 (County medical and dental contribution) of the County of Alameda Administrative Code is hereby amended as follows:

- A. Medical. The county shall contribute toward the semi-monthly premium for a county-offered medical plan for eligible employees as well as their spouses or domestic partners (effective 2/1/96 and upon submission of a domestic partner affidavit as defined in [Section 3.20.170](#)), and eligible dependents. The county and covered employees will share the cost of medical premiums. In no event shall the county contribution exceed the premium of the medical plan option selected, and such contribution shall be prorated each pay period based upon a proportion of the hours the employee is on paid status within that biweekly pay period to the normal full-time biweekly pay period for the job classification, provided that the employee is on paid status at least fifty (50) percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least fifty (50) percent of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium payment for the benefit.
1. Unrepresented M-Designated Employees.
 - a. Effective February 1, 2019, for unrepresented M-designated employees, the county shall contribute eighty-seven and one-half (87.5) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, or family).
 - b. Effective February 1, 2022, for unrepresented M-designated employees, the county shall contribute eighty-five (85) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e. self, self + one dependent, family).
 2. Unrepresented Non-Management Employees.
 - a. Effective February 1, 2013, for unrepresented non-management employees, the county shall contribute ninety (90) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, family).
 - b. Effective February 1, 2022, for unrepresented non-management employees, the county shall contribute eighty-eight (88) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e. self, self + one dependent, family).

3. Alameda County Prosecutors' Association ("ACPA").

- a. For employees represented by ACPA, the County shall contribute eighty-seven and one-half (87.5) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e., self, self + one dependent, or family).
- b. Effective February 1, 2022, for employees represented by ACPA, the County shall contribute eighty-five (85) percent of the total semi-monthly premium for an HMO plan at the corresponding level of coverage (i.e. self, self + one dependent, family).

B. Dental. The county shall contribute the total semi-monthly premium for a county-offered dental plan at the corresponding level of coverage (i.e., self, self + one dependent, family) provided that the employee is on paid status at least fifty (50) percent of the normal full-time biweekly pay period. If an employee is not on paid status at least fifty (50) percent of the normal full-time biweekly pay period for the job classification, the employee will be responsible for paying the entire semi-monthly premium payment for the benefit.

1. Unrepresented M-Designated Employees. For unrepresented M-designated employees, the annual PPO dental maximum allowable shall be one thousand six hundred fifty dollars (\$1,650.00) effective plan year 2019, and one thousand seven hundred fifty dollars (\$1,750.00) effective plan year 2021.
2. Unrepresented Non-Management Employees. For unrepresented non-management employees, the annual PPO dental maximum allowable shall be one thousand five hundred fifty dollars (\$1,550.00) effective plan year 2017, one thousand six hundred seventy-five dollars (\$1,675.00) effective plan year 2020, one thousand seven hundred seventy-five dollars (\$1,775.00) effective plan year 2021, and one thousand nine hundred dollars (\$1,900.00) effective plan year 2022.

3. Alameda County Prosecutors' Association. For employees represented by ACPA, the annual PPO dental maximum allowable shall be one thousand six hundred fifty dollars (\$1,650.00) effective plan year 2020, and one thousand seven hundred fifty dollars (\$1,750.00) effective plan year 2022.

C. Subsections 3.64.050 A.3., B.3. and C. herein shall be deleted from this Administrative Code upon adoption of the new MOU between the County and ACPA by the Board of Supervisors.