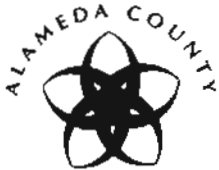


SIDELETTER OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION No. 856
AND
THE COUNTY OF ALAMEDA
ASSIGNMENT AND TRANSFER

The Probation Department Assignment and Transfer Policy located in Section 322 of the Administrative Manual is attached and thereby incorporated into this Memorandum of Understanding.

The County shall have the right to modify, amend, or terminate this policy at any time. However, it must first give the Union at least ten (10) days advance written notice and a copy of the planned change(s).

Agenda _____ February 8, 2011



Human Resource Services

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

February 1, 2011

SECOND READING

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

Subject: Adoption of Memorandum of Understanding and Twelve Side Letters of Agreement

Dear Board Members:

Recommendation:

CONTINUED FROM (Item #13)
Tues, 2/8/11

That your Board (1) adopt an Ordinance approving the 2009-2015 Memorandum of Understanding, including Appendices A through D, between the Teamsters Local Union 856 and the County of Alameda, (2) adopt a salary ordinance amendment, and (3) adopt twelve side letters of agreement.

Discussion/Findings:

Your representatives and representatives of the Teamsters Local Union 856 have reached agreement on a new Memorandum of Understanding with a term from August 23, 2009 to August 29, 2015. The agreement provides for zero wage increases for 2009, 2010, and 2011 and sets forth the terms for salary increases commencing August 5, 2012 through the remainder of the agreement. Additionally, the Teamsters have agreed to pay 10% of the medical premiums for all HMO plans and 10% of the lowest cost HMO plan premium constituting the County contribution to the PPO plans, with premium payments beginning February 1, 2011, and effective Plan Year 2011, the maximum dental benefit will increase from \$1200 to \$1450. Additionally, the agreement increases bilingual pay from \$35 to \$40 per biweekly pay period.

Financing:

Funds are available in the 2010-2011 budget appropriation to pay the costs of these actions.

Very truly yours,



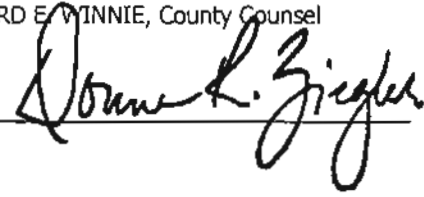
Mary Welch, Interim Director
Human Resource Services

MW:BM

C: County Administrator
Auditor-Controller
County Counsel

Approved as to Form
RICHARD E. WINNIE, County Counsel

By



Ordinance No.

AN ORDINANCE APPROVING THE
AUGUST 23, 2009 TO AUGUST 29, 2015 MEMORANDUM OF UNDERSTANDING BETWEEN THE
TEAMSTERS LOCAL UNION 856
AND THE
COUNTY OF ALAMEDA

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

SECTION I

The provisions of sections 1 through 34 and Appendix A through D of the August 23, 2009 to August 29, 2015 Memorandum of Understanding, dated January 31, 2011, between the County negotiators and the Teamsters Local Union 856 applicable to employees in Representation Units R072 and R037 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.

Approved as to Form
RICHARD E. WINNIE, County Counsel

By Donna L. Ziegler

AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2010 – 2011
ALAMEDA COUNTY SALARY ORDINANCE

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

SECTION I

Article 3, of Ordinance Number 0-2009-51 is hereby amended by the deletion thereof of the following note.

Subsection 3-14.6 Delete, Effective March 6, 2011.

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.

**SIDELETTER OF AGREEMENT
BETWEEN
THE TEAMSTERS LOCAL UNION 856
AND
THE COUNTY OF ALAMEDA**

SALARY SURVEY

The County of Alameda and the Teamsters Local Union 856 hereby agree that the jurisdictions specified below shall be utilized in conducting salary surveys for the purpose of determining wages during the 2009 – 2015 Memorandum of Understanding.

- California State Parole
- City and County of San Francisco
- Contra Costa County
- Marin County
- San Mateo County
- Santa Clara County

The survey shall include the top step of the base salary for the journey level Deputy Probation Officer classification in use in each of the above jurisdictions.

For the County:

Cynthia Baron
[Signature]
[Signature]
Alvin Luciano
[Signature]
Rogelio Sam

For the Teamsters, Local Union 856:

Cleveland Prince
[Signature]

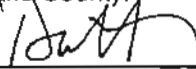
DATE: 12/16/10, 2010

SIDELETTER OF AGREEMENT
BETWEEN
THE TEAMSTERS LOCAL UNION 856
AND
THE COUNTY OF ALAMEDA

OVERTIME POSTING

Except as provided herein, the Probation Department will continue to apply its existing procedures and practices for distributing overtime. This includes maintaining a list of employees who have signed up for overtime for the relevant assignment and attempting to contact employees. Unless the overtime is department-wide, overtime will first be offered to the DPO assigned to the case and, secondly, to a DPO in the unit, based upon seniority. Should the overtime assignment remain unfilled, the overtime will be offered division-wide based upon seniority. However, the Department retains the right to deviate from this procedure in emergency situations, when volunteers for the particular assignment are not available or willing to work the overtime when called, or when the Department determines that to distribute the particular overtime in question in this manner would not be reasonably practicable. In addition, the County may modify the procedure by providing the Union notice of the intended change and an opportunity to meet and confer. The meet and confer process must be completed within 30 calendar days from the date of notice to the union.

For the County:



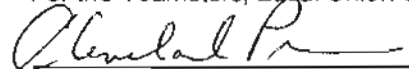
~~_____~~
~~_____~~
H.W. Luciano

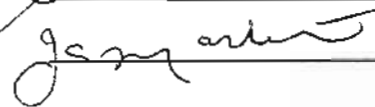
Lee Martinez

Reginald L. Luman

Cynthia Baron

For the Teamsters, Local Union 856:



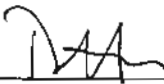



SIDE LETTER OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION No. 856
AND
THE COUNTY OF ALAMEDA

RETIRED ANNUITANT SUPERVISORS

Retired annuitants assigned to and performing supervisory duties are prohibited from preparing and presenting performance evaluations of those employees so supervised unless the retired annuitant had been the employee's supervisor prior to retirement and during the majority of the current evaluation cycle. However, under those circumstances in which the retired annuitant does not meet this requirement and an evaluation is necessary, input may be provided as part of evaluation preparation provided that the evaluation is prepared and presented by a permanent Departmental manager/supervisor.

For the County:






W. L. Liano

Rec. Martinez

Reginald Lamo

Cynthia Baron

For the Teamsters, Local Union 856:



Joe Martinez

DATE: 12/16, 2010

**SIDELETTER OF AGREEMENT
BETWEEN
ALAMEDA COUNTY
AND
TEAMSTERS LOCAL UNION No. 856

LABOR-MANAGEMENT COMMITTEE**

The Probation Department and the Teamsters Union Local 856 hereby agree to the following:

To establish a Labor-Management Committee for the purpose of providing a forum for information-sharing, identification of issues requiring resolution, and reviewing workplace developments. The Committee's goal is to promote the improvement of employer-employee relations in the Probation Department, and to creatively address the demands of the future while preserving the integrity and rights of the work force. Management staff of the Probation Department and Union representatives will review, discuss, and make recommendations to the Department Head on a variety of departmental issues of mutual concern in order to develop a unified system of service delivery. Management staff of the Probation Department and the Union commit to consistent attendance and full participation in the Committee.

Issues to be discussed (but are not limited to) include:

- Develop alternative ways of providing services
- Streamline services regarding court reports
- Evaluation of workload
- Possible provision of work shirts

Committee Composition

The Committee will consist of an equal number of management and labor representatives, up to a maximum of five representatives from each party designated by each party. The Committee may be expanded upon the mutual agreement of the Department and the Union if there is a need for additional members based on the items on the agenda.

Meetings

- The Committee meetings will be scheduled monthly for three hours each meeting.
- Meetings may be rescheduled by mutual agreement between the Department and the Union.
- Additional meetings may be convened on an as needed basis upon mutual agreement between the Probation Department and the Union.
- Non-attendance at a scheduled meeting by either party on two consecutive occasions or on three occasions within a six-month period will result in the suspension of the Committee until the non-offending party is satisfied that reconvening the Committee would be beneficial. The Committee meeting suspension period shall not exceed two months.

Protocol

- The Probation Department and the Union will alternate as chair of the meetings.
- An agenda will be prepared by the Probation Department seven days prior to each meeting. All Committee members may submit items for the agenda.
- The Probation Department will prepare minutes for each meeting for distribution to all Committee members.
- The Probation Department and the Union agree to arrive at each scheduled meeting with any and all agreed upon work product fully prepared for presentation to the Committee. Failure to arrive

to a Committee meeting fully prepared on two consecutive occasions or on three occasions within a six month period will result in the suspension of the Committee until the required work product is available. The Committee meeting suspension period shall not exceed two months.

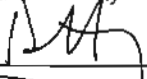
Committee recommendations, if any, will be advisory. The Department Head or his/her designee shall forward a written response to the Committee within thirty (30) days of receipt of the written recommendations from the Committee.


The Committee will not discuss mandatory subjects of bargaining or issues related to discipline, grievances, or individual performance problems. Should a matter arise during the meeting that is grievable, the Union will not be precluded by these discussions from filing a grievance.

Duration

This sideletter will remain in effect from the date of ratification of the Memorandum of Understanding by the Board of Supervisors until the expiration date of the Memorandum of Understanding.

For the County:





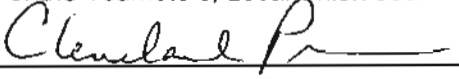
NW, LUCASO

P. S. Martinez

Rogelio Llanos

Cynthia Baron

For the Teamsters, Local Union 856:



James

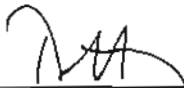
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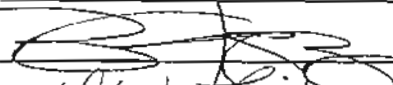
SIDE LETTER OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION No. 856
AND
THE COUNTY OF ALAMEDA

CASELOADS

At the request of the Teamsters, Local Union 856, the Probation Department is willing to discuss caseloads solely within the context and scope of the LMC. However, any proposed changes or additions resulting from such discussions are subject to the meet and confer process prior to any binding agreement.

For the County:






NW Luciano

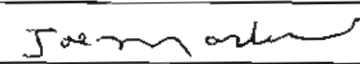
Rick Mantas

Reginald Lewis

Cynthia Baron

For the Teamsters, Local Union 856:






DATE: 12/16, 2010

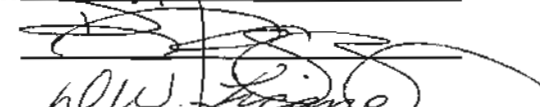
SIDELETTER OF AGREEMENT
BETWEEN
THE TEAMSTERS, LOCAL UNION 856
AND
THE COUNTY OF ALAMEDA

STRIP SEARCH POLICY

The Probation Department currently utilizes Penal Code Section 4030 as its strip search policy. Should the Department determine that another internal policy is required, then, the Teamsters shall be notified and offered the opportunity to meet and confer regarding such a proposed policy. Within 90 days of adoption of the MOU by the Board of Supervisors, a Penal Code 4030 training program will be designed. Training of staff will subsequently be conducted for the then current staff within 180 days of adoption.

For the County:





RW. [unclear]

Dad [unclear]

Reginald [unclear]

Cynthia [unclear]

For the Teamsters, Local Union 856:

Cleveland P.

Joe [unclear]

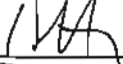
DATE: 12/16, 2010


SIDELETTER OF AGREEMENT
BETWEEN
THE TEAMSTERS LOCAL UNION 856
AND
THE COUNTY OF ALAMEDA


HEALTH PLAN COPAY

Effective with the benefit plan year 2011, Teamsters Local Union No. 856 agrees to the \$15 copayment plan for all health plans offered by Alameda County for representation units 037 and 072.

For the County:



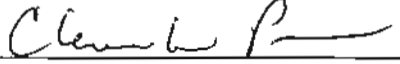


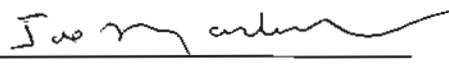
NW 

Pete Martinez
Regional Director

Cynthia Baron

For the Teamsters, Local Union 856:





Date: 12/16 2010

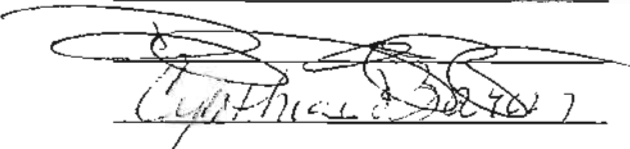
SIDLETTER OF AGREEMENT
BETWEEN
TEAMSTERS LOCAL UNION No. 856
AND
THE COUNTY OF ALAMEDA


URINE TESTING

At the request of the Teamsters, Local Union 856, the Probation Department is willing to discuss the drug testing of juveniles within the context and scope of the LMC. However, any proposed changes, additions, and/or policy recommendations resulting from such discussions are subject to the meet and confer process.

For the County:

For the Teamsters, Local Union 856:


Cynthia


Chris

DATE: 12/29/10, 2010

SIDELETTER OF AGREEMENT
BETWEEN
THE TEAMSTERS, LOCAL UNION 856
AND
THE COUNTY OF ALAMEDA

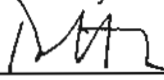
RETIREMENT PLAN


The County of Alameda and the Teamsters, Local Union 856 hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired by the Probation Department on or after the first day of the pay period following adoption by the Board of Supervisors shall be modified as follows:

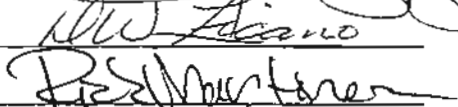
1. The 3% at age 50 standard safety retirement plan will not be available.
2. The employee shall be enrolled into the 2% at age 50 safety retirement plan (Govt. Code 31644) unless the employee chooses to select the alternative 3% at age 55 plan (Govt. Code 31644.2) as specified in #3 below.
3. The new employee may, at his or her option, select an alternative 3% at age 55 safety retirement plan providing that the following conditions are met:
 - a) The option to select or reject the 3% at 55 plan must be made by the employee at the point of membership into the Alameda County Retirement System and, once made, is irrevocable.
 - b) The new employee agrees to pay an additional five percent (5%) of their pensionable wages as specified by the Alameda County Employees' Retirement Association. Such payments will be credited to the employee should their retirement contributions be withdrawn.
 - c) Once the employee is fully vested in the Alameda County Retirement System at the conclusion of five years of full-time service, the additional pensionable wage cost as specified by the Alameda County Employees' Retirement Association will be reduced to three percent (3%) of pensionable wages and shall remain as such unless modified by mutual agreement of the County of Alameda and the Association or until the employee's retirement or Alameda County service is otherwise terminated.
 - d) Unit members who have been laid off and return to safety retirement status while on the reemployment eligible list shall be eligible to reinstate in the 3% @ 50 retirement plan had they been in this retirement plan at the point of lay off.

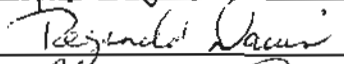
For the County:

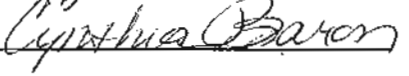
For the Teamsters, Local Union 856:

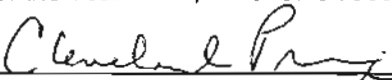


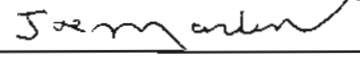












DATE: 12/16, 2010

SIDELETTER OF AGREEMENT
BETWEEN
THE TEAMSTERS LOCAL UNION 856
AND
THE COUNTY OF ALAMEDA

CAFETERIA PLAN

Effective as soon as possible following adoption by the Board of Supervisors, each Teamster represented full time employee is eligible for a cafeteria benefit plan in the amount of \$300 for the 2011 plan calendar year and an additional \$300 for a total annual amount of \$600 in calendar year 2012. For years 2013, 2014, and 2015 the annual total amount shall be \$600 per plan year. 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 employee who reinstates shall not exceed the yearly maximum minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year subsequent to their reinstatement. This amount will be used to offset approved benefits cost. Any unused amount will be allocated to the Health Flexible Spending account.

An employee may, through payroll deduction, contribute to his/her cafeteria benefit plan in order to pay for plan benefits with pre-tax salary. The maximum employee contribution for each year of the Memorandum of Understanding shall be \$3000 unless otherwise prohibited by Federal statute.

Prior to January 1 of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate from their salary, on a pre-tax basis, an amount to the Health Flexible Spending Account. Except, as govern by the Cafeteria Plan Document, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including the pre-tax salary amount are County funds.

Health Flexible Spending Account. Payments may be made for qualifying medical care expenses within the meaning of Code Section 213(d) of the Internal Revenue Code (i.e., out-of-pocket medically necessary, medical, dental and vision care expenses, including deductibles, co-insurance payments, services and over-the-counter drugs (OTC)), provided that such expenses incurred during a period of coverage and paid for by the employee and eligible family members and are not reimbursed or paid under the employee's medical and dental plans or any other applicable personal or group health and dental plan.

DEPENDENT CARE

Subject to the applicable provisions of the Internal Revenue Code, employees covered by this Memorandum of Understanding are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care unless otherwise prohibited by Federal statute. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care. Reimbursements are made solely on a monthly basis subject to submission of itemized statements, proof of payment, adequate

12/14/10BAM

accumulation of salary contributions and all applicable County Administrative procedures. Any sums remaining unspent at the end of the year are County funds

For the County:

DA
[Signature]
NW Licano
Ed Martinez
Rosendo Jara
Cynthia Baron

For the Teamsters, Local Union 856:

Cleveland P
[Signature]

DATE: 12/16/1, 2010