

Human Resource Services

Agenda _____ June 15, 2010

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

June 10, 2010

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

CONTINUED FROM

(Item # 6)

Tuesday, 6/15/10

**Subject: Memorandum of Understanding, Salary Ordinance Amendment,
Administrative Code Amendment and Four Sideletters of Agreement**

SECOND READING

Dear Board Members:

Recommendation:

That your Board (1) adopt an ordinance approving the June 28, 2009 through June 23, 2012 Memorandum of Understanding between the Alameda County Counsels' Association, International Federation of Professional and Technical Engineers (IFPTE) Local 21, and the County of Alameda, including Exhibit A through Exhibit F, (2) adopt a Salary Ordinance amendment amending Sections of Article 7, to implement changes agreed to with IFPTE, (3) adopt an ordinance amending the Administrative Code and, (4) adopt four sideletters of agreement, Exhibit C through Exhibit F.

Discussion/Findings:

Your representatives and representatives of the Alameda County Counsels' Association, IFPTE Local 21, have reached agreement on a new Memorandum of Understanding with a term from June 28, 2009 through June 23, 2012. The agreement calls for zero wage increases for 2009, 2010 and 2011 and, effective upon adoption, Alameda County Counsel's Association agreed to pay 10% of the medical premiums for all HMO plans and that the County will pay 90% of the lowest cost HMO plan premium towards the PPO plan and the employee will pay the remainder of the PPO premium. Additionally, a bilingual pay provisions will be implemented, effective two pay periods upon adoption of the MOU, providing for either \$40 or \$45 per biweekly pay period dependent upon the number of languages other than English used in the course of employment.

The Salary Ordinance amendment calls for changes that include: Section 7-10, Allocation of Cafeteria Benefit Plan, which is being increased from \$2300 to \$2450 in Plan Year 2010 and from \$2450 to \$2900 in Plan Year 2011; Section 7-5, Paid Leave, provides for three management paid leave days in calendar year 2010 only and one management paid leave day in calendar year 2011 only and are not subject to the Office of County Counsel billable hour requirement; Section 7-4, Vacation Sellback, is being increased from 15 days to 20 days for Fiscal Years 2010-2011 and 2011-2012 only.

The Administrative Code amendment calls for changes in Chapter 3.20 Sick Leave, clarifying the language for acceptable medical documentation; provides up to nine days sick leave to care for an ill family member, consistent with other agreements of this type; provides additional and clarifying language for Industrial sick leave reducing the paid benefit amount and duration and limiting medical appointments once an employee has returned to work.

The four sideletters, Exhibit C through Exhibit F, have the following provisions: increase the PPO/Indemnity Dental Plan benefit from the current \$1200 to \$1450 effective Plan Year 2010; allows provisions for a Telecommute Policy; allows parity with District Attorney Job Classes on any increase in salary during the term of the MOU; and allows provisions for a Job Sharing Pilot Program.

Financing:

Funds are available in the 2009-2010 budget appropriation to pay the costs of these actions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Mary Welch". The signature is fluid and cursive, with the first name "Mary" written in a larger, more prominent script than the last name "Welch".

Mary Welch, Interim Director
Human Resource Services

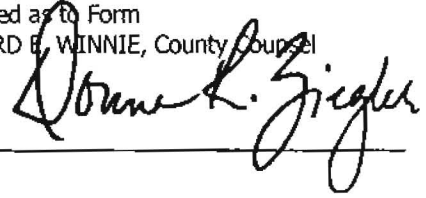
MW:vb

Z:\Board Letters\06.15.10 (FPTE ACCA MOU SOA ACA Side

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

Approved as to Form
RICHARD B. WINNIE, County Counsel

By _____



Ordinance No.

AN ORDINANCE APPROVING THE
JUNE 28, 2009 – JUNE 23, 2012 MEMORANDUM OF UNDERSTANDING WITH THE ALAMEDA
INTERNATIONAL FEDERATION OF PROFESSIONAL AND TECHNICAL ENGINEERS LOCAL 21,
ALAMEDA COUNTY COUNSEL'S ASSOCIATION

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

SECTION I

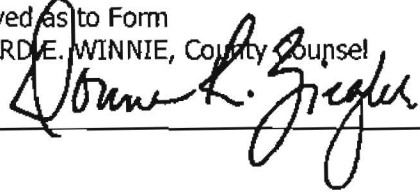
The provisions of sections 1 through 20, and Appendix A through C, including Exhibit A through Exhibit F, of the June 28, 2009 through June 23, 2012, Memorandum of Understanding, dated June 4, 2010, between Alameda County and the International Federation of Professional and Technical Engineers (IFPTE) Local 21, Alameda County Counsels' Association, applicable to employees in Representation Unit 065, is hereby approved and incorporated herein by reference.

SECTION II

This ordinance shall take effect immediately, and before the expiration of fifteen days after its passage, shall be published once with the names of the members voting for and against the same in the Inter-City Express, a newspaper published in the said County of Alameda.

Approved as to Form
RICHARD E. WINNIE, County Counsel

By



AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE 2009 - 2010
ALAMEDA COUNTY SALARY ORDINANCE

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

SECTION I

Section 7-10, Cafeteria Benefit Plan: Amount of Allocable Money, of Ordinance Number 0-2009-51 of the County of Alameda is hereby amended by the addition thereto of the following paragraphs.

Effective January 1, 2010 each IFPTE Local 21, Alameda County Counsels' Association represented full time employee in Representation Units R65 is eligible for a cafeteria benefit plan in the amount of \$2,450 for the calendar year. This amount shall be prorated in advance for the calendar year for employees regularly scheduled to work less than the 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, 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 a Alameda County Counsels' Association represented employee assigned to Representation Unit R65 who reinstates, shall not exceed \$2,450 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2011 each IFPTE Local 21, Alameda County Counsels' Association represented full time employee in Representation Unit R65 is eligible for a cafeteria benefit plan in the amount of \$2,900 for the calendar year. This amount shall be prorated in advance for the calendar year for employees regularly scheduled to work less than the 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, 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 a Alameda County Counsels' Association represented employee assigned to Representation Units R65 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 0-2009-51 of the County of Alameda is hereby amended by the addition thereto of the following subsection.

- O. Effective July 25, 2010, each employee represented by IFPTE, Local 21, in Representation Unit R65, who is an executive, administrative, or professional employee exempt from the overtime provisions of the Fair Labor Standards Act, shall receive three days of management paid leave of absence in calendar year 2010 and one day of management paid leave of absence in calendar year 2011. The three days in

2010 and the one day in 2011 may not be used until after July 1 of the year it is granted. The County reserves the right to designate when such days shall be taken.

An employee appointed after the start of the calendar year 2010 shall receive the three management paid leave of absence days prorated 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 2011 shall receive the one day of paid leave of absence prorated 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 hours workweek for which the employee is regularly scheduled to work.

The three management paid leave days for calendar year 2010 and the one management paid leave day for calendar year 2011 are not subject to the Office of County Counsel billable hours requirement.

Effective January 1, 2012 Section 7-5, Subsection "O" shall no longer apply.

SECTION III

Section 7-4, Vacation Sellback, of Ordinance Number 0-2009-51 of the County of Alameda is hereby amended by the addition thereto of the following paragraph.

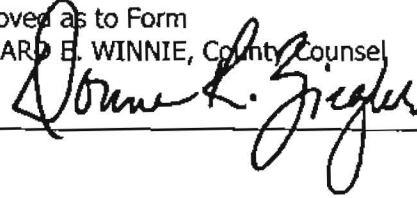
Effective July 1, 2010, in Fiscal Years 2010-2011 and 2011-2012 an employee represented by IFPTE Local 21, Alameda County Counsels' Association in Representation Unit R65, may sell back an additional five days of vacation. Allowable vacation sellback shall return to fifteen days in Fiscal Year 2012-2013.

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 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



AN ORDINANCE AMENDING
CERTAIN PROVISIONS OF THE
ALAMEDA COUNTY ADMINISTRATIVE CODE

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

SECTION I

The first sentence of Subsections E and F of Section 3.20.050 Industrial Sick Leave, of Chapter 3.20 Sick Leave, is hereby amended to read as follows.

- E. The following provisions apply to unrepresented employees for an Industrial injury that occurs on or after July 12, 2009 and the following provisions apply for employees represented by IFPTE, Local 21, Alameda County Counsels' Association, Rep Unit R65, for any injury that occurs on or after July 11, 2010.
- F. The following provisions apply to unrepresented employees for Industrial injury that occurs on or after July 12, 2009 and the following provisions apply for employees represented by IFPTE, Local 21 Alameda County Counsels' Association, Rep Unit R65, for any injury that occurs on or after July 11, 2010.

SECTION II

Section 3.20.050 Industrial Sick Leave, or Chapter 3.20 Sick Leave, is hereby amended by the addition thereto of the following subsection.

- H. Effective July 11, 2010, employees represented by IFPTE, Local 21, Alameda County Counsels' Association, Rep Unit R65 for injuries that occur prior to July 11, 2010, the following provisions apply.

Amount and Duration of Payment. Such employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth calendar day of the incapacity. The supplement shall be equal to the difference between eighty (80) percent of his/her normal salary and the amount of any worker's compensation temporary disability payments to which such employee is entitled during such incapacity. This period shall not exceed one calendar year from the date of sickness or injury resulting in the incapacity. Following one calendar year, available leave balances may be granted to supplement temporary disability payments to provide the disabled employee a total of eighty (80) percent of salary (the amount of sick leave necessary for this purpose is computed in each case by the county auditor-controller's office) unless the employee provides written notice to the agency/department head to limit the integration of such leaves. Available leave balances shall include sick leave, vacation leave, compensating time off, floating holidays and holiday in-lieu time. In the event that the period of the incapacity exceeds fourteen (14) calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of one-hundred (100) percent of his/her normal salary for the first three calendar days of such incapacity. If the period of the incapacity does not exceed fourteen (14) calendar days, the employee so incapacitated will be eligible to receive any available leave balance for scheduled work days for the first three work days of such incapacity

SECTION II

Section 3.20.90 Medical Report, of Chapter 3.20 Sick Leave, is hereby amended to read as follows:

The department head, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the department, which may include a statement of diagnosis and treatment from a licensed physician or a medical clearance to return to work.

Effective June 27, 2010, the following provisions apply for employees represented by IFPTE Local 21, Alameda County Counsels' Association.

The Agency/Department Head, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or the employee's family member.

SECTION III

Section 3.20.110 Family Sick Leave, of Chapter 3.20 Sick Leave, is hereby amended by the addition of the following subsection:

- G. Effective July 25, 2010 for employees represented by IFPTE Local 21, Alameda County Counsels' Association, Rep Unit R65, leave of absence with pay because of sickness or injury in the immediate family of a person in the county service shall be granted by the department head for up to nine days per calendar year to care for immediate family members or during the time reasonably necessary to arrange for the care of the sick person by others, including emergency medical and dental appointments, but not to exceed the amount of time which the person would be authorized for sick leave in Section 3.20.060.

For the purpose of this Subsection, "family member" means, mother, step-mother, father, step-father, husband, wife, domestic partner (as defined in the MOU, Appendix B), child of domestic partner, son, step-son, daughter, step-daughter, foster parent, foster child, mother-in-law, father-in-law, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, brother, sister, brother-in-law, sister-in-law, and grandparents.

Effective July 25, 2010, current Admin Code Section 3.20.110 subsections A, B and C no longer apply to representation unit R65

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

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL'S ASSOCIATION

IFPTE, LOCAL 21

AND

THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

DENTAL BENEFIT

The maximum annual benefit for each covered individual is \$1200 for PPO/Indemnity dental plan. The maximum annual benefit for each covered individual shall increase to \$1,450 effective calendar year 2010.

For the County:

Cynthia Evans
Mary Williams

For IFPTE, Local 21, ACCA:

Constance M. Gault
Rose Kuratowski

DATE: June 4, 2010

**2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL'S ASSOCIATION
IEPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

**SIDELETTER OF AGREEMENT
TELECOMMUTE POLICY**

Section A. The County Counsel or his or her designate may authorize an attorney to work from the attorney's home if, in the County Counsel's discretion:

1. The attorney is engaged in a specific, agreed upon work activity that requires a written work product that does not require the attorney's presence at his or her normal County work location;
2. The competent performance of such activity could benefit and would not be harmed by virtue of the isolation that a home office environment would provide;
3. The attorney's home office complies with the County's requirements as set forth in the general County telecommuting policy;
4. The attorney has home access to the resources that he or she would need to competently perform the work activity, including any necessary equipment that the attorney will provide at his/her own cost;
5. The attorney would maintain complete availability for meetings and telephone consultations;
6. The attorney's home office would be adequately insulated from the distractions that commonly occur in a home environment (e.g., interruption by household members, guests, contractor noise, etc.); and
7. The attorney's home office provides the necessary anti-virus and confidentiality protections of the normal County location.

Section B. An attorney may telecommute no more than forty (40) hours in any calendar year.

Section C. The County Counsel or his or her designee will determine the duration of any telecommute privilege and may terminate it at any time.

Section D. The attorney shall indicate on billing records the number of hours that were worked while telecommuting.

Section E. Decisions regarding the administration of this Article, including but not limited to who may telecommute and the duration of telecommute privileges, are not subject to the Grievance Procedure or other appeal.

For the County:

Cynthia [Signature]
Mary Williams

For IEPTE, Local 21, ACCA:

[Signature]
Rose Kusatowski

DATE: June 4, 2010

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSEL'S ASSOCIATION
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT
PARITY WITH DISTRICT ATTORNEY JOB CLASSES

The parties agree that if, during the term (June 28, 2009 through June 23, 2012) of the MOU with IFPTE, Local 21, Alameda County Counsel's Association, the classifications of Deputy District Attorney, Assistant/Senior Deputy District Attorney I and Assistant/Senior Deputy District Attorney II in the District Attorney's Office receive a salary increase, the classifications of Deputy County Counsel and Associate Deputy County Counsel in the County Counsel's Office will receive the same increase effective on the same date.

For the County:

Cynthia Brooks
Mary Williams

For IFPTE, Local 21, ACCA:

Constance A. Smith
Rose J. Kowalski

DATE: *June 4*, 2010

**2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY COUNSELS' ASSOCIATION
IFPTE, LOCAL 21**

**AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT

JOB SHARING PILOT PROGRAM

1. Alameda County ("County") and the Alameda County Counsel's Association, IFPTE Local #21 ("Union") agree to establish a pilot Job Share Program in the Office of the County Counsel beginning within 60 days of adoption of this MOU and lasting through the term of the MOU, June 23, 2012.
2. The County Counsel will designate one existing full-time (i.e. 40 hour per week) position in the Deputy County Counsel classification that may be shared by two (2) Deputy County Counsel attorneys with each participant scheduled to work half time (40 hours per pay period). The basic schedule for employees in a job share will be, for the first employee, three days of eight hours of work per day in one workweek of the pay period and two days of eight hours of work per day in the second workweek of the pay period. For the second employee it shall be two days of eight hours of work per day in the first work week of the pay period followed by three days of eight hours of work per day in the second workweek of the pay period. Other half -time schedules may be requested by the job share participants and may be approved by the County Counsel if he/she determines the requested schedules meet the operational and administrative needs of the Office of the County Counsel.
3. The County Counsel or his or her designee will assign duties to the job share participants that are, in the County Counsel's judgment, consistent with the operational and administrative needs of the Department.
4. Employees in the Deputy County Counsel classifications shall submit an initial notice of interest in such job share no later than a date specified by the County Counsel, and the County Counsel's Office will establish and maintain a list of those interested. The County Counsel shall make the selection based on his or her determination of the best interests of the Office of the County Counsel.
5. The parties acknowledge that the needs of the Office of County Counsel dictate that the full-time Deputy County Counsel position in the program must remain continuously and regularly staffed. Consequently, if one of the participants accepts appointment to another full-time position, is unable to work due to disability, terminates or is otherwise unavailable for work in the Job Share position, the County Counsel may require the remaining participant to resume work on a temporary or continuous full-time basis. Further, employees participating in a job share will be expected on their own initiative, and may be required by the County Counsel, to work more than their normal half-time schedule (e.g. full-time) within one or more work weeks or work days to ensure that litigation-related activities of the participants or others with whom they work in the County Counsel's Office are carried out in the most effective manner possible, as determined by the County Counsel.
6. The two Deputy County Counsels occupying a job share position will each agree that, except as identified in this sideletter, they shall remain in such job share arrangement until a vacancy occurs within the department or until they have participated in the job share program for 12 months, at which time the County Counsel may opt to assign other interested employee(s) from the list in #4 to the job share position or, if no other eligible employee is interested, the County Counsel may return the

participants to full time work or the continued job share based on operational needs. If there is no list, the remaining job share employee must either: (1) find another employee acceptable to the County Counsel to participate in the job share program or (2) return to full-time status by the time his or her job share partner is scheduled to resume full-time work.

When a vacancy occurs within the Department, the County Counsel shall determine the ultimate vacant position to be filled. If a job share participant is interested in returning to a full-time position, he or she must notify the County Counsel (or his or her designee) in writing. Individuals who have notified the County Counsel of their interest in returning to full-time work prior to the vacancy occurring will then be considered for the ultimate vacancy. The County Counsel shall review the list of employees interested in returning to full-time work and determine the individual who best meets the Department's business needs for the current vacancy. The County Counsel's decision is non-grievable.

7. The provisions of the "Billable Hours Requirement Sideletter of Agreement" shall be applicable to participants in the job share program except that: (a) a job share participant is required to work 20 hours per week instead of 40; (b) a job share participant will not be eligible to receive any Paid Leave unless he/she has billed 200 hours or more (with no greater than 10% administrative time) per quarter; (c) a job share participant who bills 200 hours or more per quarter will receive 7 hours of Paid Leave for each quarter that he/she bills 200 hours or more; (d) a job share participant who fails to make 200 billable hours in any one quarter of a calendar year will be entitled to the prior quarter's allocation if he/she meets a cumulative 400 hours or more for both quarters; and (e) any job share participant meeting 800 billable or more hours per calendar year will be entitled to the entire allocation of 28 hours of Paid leave for that year.
8. Continuation of the Job Share Program after the pilot will depend upon whether the County and Union thereafter mutually agree to such continuation. If operational problems arise in connection with the job sharing arrangement, the parties will endeavor to resolve the issues. At the conclusion of the pilot, the parties will meet to evaluate the pros and cons of the program. Following this evaluation, the County Counsel will decide whether to continue or terminate the program.
9. Decisions/determinations that the County Counsel is entitled to make under this Job Share Program, including but not limited to determinations of operational needs are final and not subject to grievance or other appeal.
10. This written instrument is the entire Sideletter between the parties.

For the County:

Cynthia Barrow
Mary Williams

For the Union:

Quinn C. Gault
Rose Kurot Kowalski

DATE: June 4, 2010