



Human Resource Services

May 13, 2010

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

CONTINUED FROM

(Dron#21)

~~Tuesday 6/8/10~~

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

Dear Board Members:

SECOND READING

Recommendation:

That your Board (1) adopt an ordinance approving the January 25, 2009 through January 17, 2015, Memorandum of Understanding between the Alameda County Management Employees Association (Sheriff's Unit) and the County of Alameda, (2) adopt Salary Ordinance amendments amending Sections of Article 7, to implement changes agreed to with ACMEA (Sheriff's Unit), (3) adopt a new footnote and revise an existing footnote in the Sheriff's Office, (4) adopt an amendment amending the Administrative Code and, (5) adopt five sideletters of agreement.

Discussion/Findings:

Your representatives and representatives of the Alameda County Management Employees Association have reached agreement on a new Memorandum of Understanding, for the Sheriff's Units 026, 027, 028 and 029, which expires in January 2015. The agreement calls for zero wage increases for Year 2010, 2011 and 2012, with Sworn increases in Year 2013, 2014 and 2015, same as Sergeant's classification in Deputy Sheriffs' Association; for non-sworn Unit 029, a reopener in 2012 to discuss wage increases and two non-economic matters. The agreement further removes the accrual cap and eliminates the conversion of sick leave to vacation; provides up to nine days sick leave to care for an ill family member; and, 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. Additionally, the bilingual pay will be increased from \$30 to \$40.

Effective August 2010 and through the remaining term of this MOU, the County will pay 90% of the total premium of the HMO plans or 90% of the lowest cost HMO plan toward the total premium for a PPO/Indemnity or Operating Engineers Plan at the corresponding level of coverage.

The Salary Ordinance amendment calls for changes that include: Section 7-10, Allocation of Cafeteria Benefit Plan, which is being increased for Sworn from \$1500 to \$1650 in Plan Year 2010, and non-Sworn from \$2300 to \$2450 in Plan Year 2010, for Plan Year 2011 all represented units will increase to \$2900, and the Job Related Expense Reimbursement will be eliminated for Sworn; Section 7-5, Paid Leave, provides for three additional management paid leave days in calendar year 2011 only, and one additional management paid leave day in calendar year 2012 only; and Section 7-4, Vacation Sellback, is being increased from 15 days to 20 days for Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 only; allows for three employees in Job Code #8620 (Lieutenant) to be compensated an additional five-percent when assigned to the Eden Township Substation; amend an existing footnote compensation for the Special Operations Group.

The Administrative Code amendment calls for changes in Chapter 3.28 Overtime, that provides for deductions from pay or leave balances for Absences of Less than a Day for Sworn representation units 026, 027 and 028.

The five sideletters have the following provisions: reduce the safety retirement benefit for employees hired after April 18, 2010, or the first date thereafter that the County may administratively implement these terms, from 3% at 50 to 2% at 50 with a one-time point of hire option to elect 3% at 55 with an increased employee salary contribution of 5%; allows provisions to reopen the MOU in 2012 for the purpose of negotiating wage increases for employees in representation Unit 029; Vacation Sellback is being increased from 15 days to 20 days for the term of the MOU; requires sworn units to be automatically enrolled in the orthodontia benefit program, premiums to be paid by the employees through payroll deductions; and allows for a classification evaluation of the Job Code #8526 (Supervising Criminalist) position who directly supervises Job Code #8529 (DNA Technical Lead) position.

Financing:

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

Very truly yours,



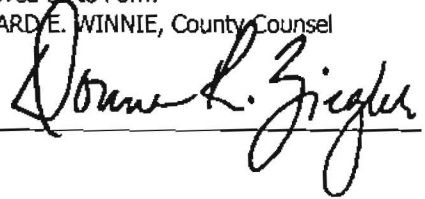
Mary Welch, Interim Director
Human Resource Services

MW:te
Z:\Board Letters\06.08.10 ACEMA Sheriff's Unit

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

Approved as to Form
RICHARD E. WINNIE, County Counsel

By



Ordinance No.

AN ORDINANCE APPROVING THE
JANUARY 29, 2009 – JANUARY 17, 2015 MEMORANDUM OF UNDERSTANDING WITH THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEE ASSOCIATION
SHERIFF'S UNIT

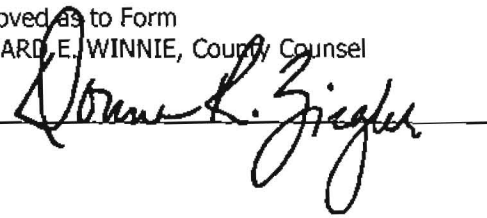
The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

The provisions of sections 1 through 33, and Appendix A through C of the January 29, 2009 through January 17, 2015, Memorandum of Understanding, dated May 24, 2010, between the County negotiators and the Alameda County Management Employee Association Sheriff's Unit, applicable to employees in Representation Unit 026, 027, 028 and 029, 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.



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

Article 3 of Ordinance Number 0-2009-51 is hereby amended by the addition thereto of the following note, effective July 25, 2010.

Subsection 3.17.44 Not to exceed three positions in Job Code 8620SM (Lieutenant) assigned to the Eden Township Substation shall be compensated an additional 5 percent compensation per bi-weekly period, as defined below:

- One position assigned to the Investigations Unit,
- One position assigned to the D.U.I., Tri-Valley Substation, SRO Unit, COPPS Unit, Parking Enforcement Unit, and
- One position assigned to function as the Administrative Lieutenant

SECTION II

Article 3 of Ordinance Number 0-2009-51 is hereby amended by the amendment thereof of the following note, effective July 25, 2010.

Subsection 3.17.3 Employees occupying positions under Job Codes 8620SM, 8625SM or 8635SM, shall be compensated an additional 5 percent per bi-weekly pay period, when assigned to the Special Operations Group, as defined below:

- Not to exceed two (2) positions in the Special Response Unit (SRU)
- Not to exceed two (2) positions in the Crisis Intervention Unit (CIU)
- Not to exceed two (2) positions in the Explosive Ordinance Disposal (EOD)

SECTION III

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 full-time ACMEA represented employee (Sheriff's Unit) assigned to Representation Unit 026, 027, and 028, is eligible for a cafeteria benefit plan in the amount of \$1,650 for the calendar 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 to a position in a classification with Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any 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 ACMEA represented employee assigned to Representation Unit 026, 027 and 028 who reinstates, shall not exceed \$1,650 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2010, each full-time ACMEA represented employee (Sheriff's Unit) assigned to Representation Unit 029, is eligible for a cafeteria benefit plan in the amount of \$2,450 for the calendar 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 to a position in a classification with Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any 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 ACMEA represented employee assigned to Representation Unit 029 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 full-time ACMEA represented employee (Sheriff's Unit) assigned to Representation Unit 026, 027, 028, and 029 is eligible for a cafeteria benefit plan in the amount of \$2,900 for the calendar 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 to a position in a classification with Job Code suffix EM, SM, CA, PA, MA, SE or M shall be entitled to a prorated amount based upon the number of pay periods to be worked full-time during the remainder of the calendar year, except that employees appointed during the last two full pay periods, and any 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 ACMEA represented employee assigned to Representation Unit 026, 027, 028, and 029 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 IV

Section 7-6, Job-Related Expenses Reimbursement Plan, is hereby amended by the addition thereto of the following sentence at the end of the Section.

Effective January 1, 2011, this section will no longer apply to employees in Representation Units 026, 027, and 028 represented by ACMEA Sheriff's Unit.

SECTION V

The second paragraph of Subsection H of Section 7-5, Paid Leave, is hereby amended by the addition thereto of the following sentence at the end of the paragraph.

Add "and Effective December 26, 2010, this section no longer applies to employees represented by ACMEA Sheriff's Unit in Representation Units 026, 027, and 028".

SECTION VI

Section 7-5, Paid Leave, is hereby amended by the addition thereto of the following subsection.

N. Effective January 1, 2011, an employee represented by ACMEA Sheriff's Unit in Representation Units 026, 027, and 028 who are exempt from the overtime provisions of the FLSA shall receive 7 paid leave days each calendar year.

Effective January 1, 2011, an exempt employee represented by ACMEA (Sheriff's Unit) in Representation Units 026, 027, 028, and 029 shall receive 3 additional paid leave days for a total of 10 days for calendar year 2011 only, and 1 additional paid leave day for calendar year 2012 only, for a total of 8 days, to be used after July 1 of the year it is granted. The County reserves the right to designate when such additional days shall be taken.

Effective January 1, 2013, the paid leave days for FLSA exempt employees represented by ACMEA (Sheriff's Unit) in Representation Units 026, 027, 028, and 029 shall return to 7 days per calendar year.

Employees covered by the overtime provisions of the FLSA in ACMEA (Sheriff's Unit) in Representation Units 026, 027, 028, and 029 shall receive 3 paid leave days for each calendar year.

Effective January 1, 2011, an employee covered by the overtime provisions of the FLSA, shall receive 3 additional paid leave days for a total of 6 days per calendar year 2011 only, and 1 additional paid leave day for calendar year 2012 only, for a total of 4 days, to be used after July 1 of the year it is granted. The County reserves the right to designate when such additional days shall be taken.

Effective January 1, 2013, the paid leave days for employees covered by the overtime provision of the FLSA, represented by ACMEA (Sheriff's Unit) MOU, shall return to 3 days per calendar year.

SECTION VII

Section 7-4, Vacation Sellback, is hereby amended by the addition thereto of the following paragraph.

Effective July 1, 2010, in Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 an employee represented by the ACMEA Sheriff's Unit in Representation Units 026, 027, 028, and 029, may sellback an additional five days of vacation.

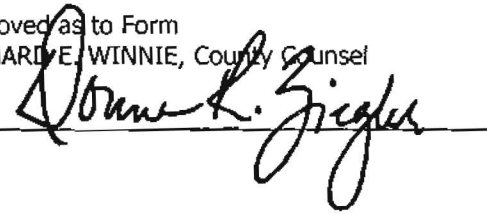
SECTION VIII

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

MW:TE:vb
Z:\Board Letters\06.08.10 ACMEA Sheriff's Unit SO Amend

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

Section 3.28.130 Deductions from Pay or Leave Balance for Absences of Less Than A Day of Chapter 3.28 Overtime, is hereby amended by the addition thereto of the following subsection:

F. Effective July 25, 2010, employees represented by the Alameda County Management Employee Association Sheriff's Unit in Representation Units 026, 027 and 028, occupying positions in designated management classifications and who are exempt from the overtime provisions of the Fair Labor Standards Act, shall have appropriate paid leave balances reduced for absences of less than one work day, except that such employees shall be placed on leave without pay or absence without authorization (AWOL) for absences of less than one work day when paid leave is not used because:

1. Permission for its use has not been sought or has been sought and denied;
2. Paid leave is exhausted; or
3. The employee chooses to use leave without pay.

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.

**MOU NEGOTIATIONS
BETWEEN
ACMEA
SHERIFF'S MANAGEMENT UNITS
026, 027 & 028
AND
THE COUNTY OF ALAMEDA

TENTATIVE AGREEMENT
TO
SIDELETTER OF AGREEMENT**

April 1, 2010

The County of Alameda and the ACMEA Sheriff's Management hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired on or after April 18, 2010, by the Sheriff's Office 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.
 - 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 ACMEA Sheriff's Management or until the employee's retirement or Alameda County service is otherwise terminated.

The ACMEA Sheriff's Management agrees to jointly support any State legislative and/or Alameda County Employee's Retirement Association changes necessary to accomplish the above modifications. Subsequent to such good faith efforts, should the County determine that required legislation is not forthcoming the ACMEA Sheriff's Management agrees to meet and confer in good faith within 30 days from the date the County notifies the Union of such determination regarding an alternative retirement plan option.

For the County:

Felix Gomez
[Signature]
Richard T. Luca
[Signature]

DATE: 1 APR 10

For the Union:

Casey Niles President ACMEA
Dale E. [Signature]
[Signature]
Dan W. [Signature]
[Signature]

DATE: 4/1/10

**MOU NEGOTIATIONS
BETWEEN
ACMEA
SHERIFF'S MANAGEMENT UNIT 029
AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT


REOPENER

April 21, 2010

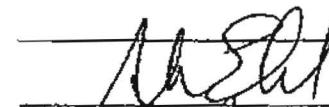
The parties agree that either party may request to reopen the ACMEA Sheriff's Unit MOU, dated January 25, 2009 – January 17, 2015, during the Fall of 2011 solely on the subject of "Section 22: Wages" for the non-sworn Unit 029. If ACMEA Sheriff's Unit 029 is interested in reopening the MOU, the request must be made in writing to the Director of Human Resource Services and received by the Director of Human Resource Services no later than September 30, 2011.

In the event a timely notice to reopen is received by the Director of Human Resource Services as set forth above, then the parties further agree to discuss two unspecified noneconomic matters during the reopener provided for in the preceding paragraph.

For the County:

Debra Fleming


For the Union:


Gary Nee President ACMEA

DATE: 4/26/10

DATE: 4/28/10

**MOU NEGOTIATIONS
BETWEEN
ACMEA
SHERIFF'S MANAGEMENT UNIT 026, 027, 028 & 029
AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT

VACATION SELLBACK

April 1, 2010

The parties agree to increase the yearly maximum allowable vacation sellback from fifteen (15) days to twenty (20) days for fiscal years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. The yearly maximum allowable vacation sellback for ACMEA Sheriff's Management Units 026, 027, 028 & 029 shall return to fifteen (15) days in fiscal year 2015-2016.

For the County:

John Fleming
[Signature]
Richard T. Lucasi
[Signature]

DATE: 1 APR 10

For the Union:

Casey Nice PRESIDENT ACMEA
Dale E. [Signature]
Daniel W. [Signature]
[Signature]

DATE: 4/1/10

**MOU NEGOTIATIONS
BETWEEN
ACMEA
SHERIFF'S MANAGEMENT UNIT 029
AND
THE COUNTY OF ALAMEDA
SIDE LETTER OF AGREEMENT**

April 1, 2010

Within 30 days following the adoption of the MOU and receipt of the Position Classification Questionnaire, Alameda County Human Resource Services, Personnel Services Division, shall conduct a classification evaluation and review of the position of Supervising Criminalist located in the Sheriff's Office, Crime Lab.

For the County:

Debra L. Fleming
[Signature]
Richard T. Lucas
J. L. Loh

DATE: 1 APR 10

For the Union:

Cosy Nace PRESIDENT ACMEA
Dale E. [Signature]
Daniel W. [Signature]
[Signature]
[Signature]

DATE: 4/1/10

**MOU NEGOTIATIONS
BETWEEN
ACMEA
SHERIFF'S MANAGEMENT UNITS 026, 027 & 028
AND
THE COUNTY OF ALAMEDA
SIDELETTER OF AGREEMENT**

DENTAL PLAN

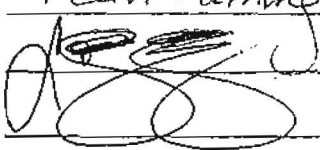
April 8, 2010

Employees represented by ACMEA Sheriff's Units 026, 027 & 028 shall be automatically enrolled in the orthodontia benefit program through the Alameda County Dental Plan. The coverage will be effective beginning the 1st day of the month, following two payroll deductions in the preceding month. The orthodontia premiums shall be paid by the employees through payroll deductions.

Employees in represented Units 026, 027 & 028 enrolled in the OE-3 Medical and Dental Plans are exempt from this provision.

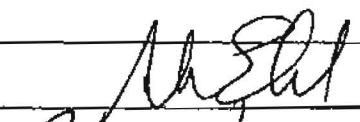
Please see the attached Orthodontic Benefits document for program coverage, limitations and exclusions.

For the County:

Felth Fleming


DATE: *29 APR 10*

For the Union:


Barry Nee PRESIDENT ACMEA

DATE: *4/28/10*
