

Human Resource Services

Agenda _____ June 8, 2010

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

May 13, 2010

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

CONTINUED FROM

(Item #20)

Tuesday, 6/8/10

**Subject: Memorandum of Understanding, Salary Ordinance Amendment,
Administrative Code Amendment and Eight 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 International Federation of Professional and Technical Engineers (IFPTE) Local 21, Public Defender Units and the County of Alameda, (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 eight sideletters of agreements.

Discussion/Findings:

Your representatives and representatives of IFPTE Local 21, Public Defender Units, 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, IFPTE has 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, the bilingual pay will be increased from \$30 and \$40 to \$35 and \$45 respectively 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 additional management paid leave days in calendar year 2010 only and one additional management paid leave day in calendar year 2011 only; and Section 7-4, Vacation Sellback, is being increased from 15 days to 20 days for Fiscal Years 2010-2011 and 2011-2012 only.

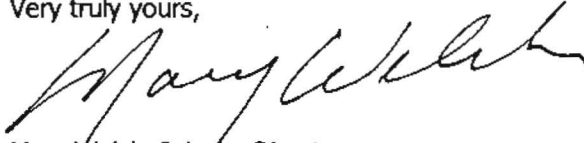
The Administrative Code amendment calls for changes in Chapter 3.20 Sick Leave, clarifying the language for acceptable medical documentation; provides up to nine days sick leave to care for an ill family member, consistent with other agreements of this type; provides additional and clarifying language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

The eight sideletters have the following provisions: increase the PPO/Indemnity Dental Plan benefit from the current \$1200 to \$1450 effective Plan Year 2010; eliminates the Public Defender's Sabbatical Program; provides an agreement for information request made during the life of this MOU to be governed by the Meyers-Milius-Brown Act; provides additional guidelines on Transfer/Reassignments; allows parity with District Attorney Job Classes on any increase in salary during the term of the MOU; provides guidelines for access to Public Defender's Office; allows provisions for a Job Sharing Pilot Program; allows for two full-time positions to be worked part-time on a pilot basis.

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", written in a cursive style.

Mary Welch, Interim Director
Human Resource Services

MW:vb

Z:\Board Letters\06.08.10 IFPTE PD MOU SOA ACA Side

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

Approved as to Form
RICHARD E. WINNIE, County Counsel

By Donna L. Ziegler

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,
PUBLIC DEFENDER UNITS

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

SECTION I

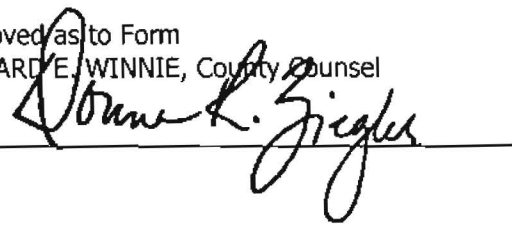
The provisions of sections 1 through 24, and Appendix A through C, of the June 28, 2009 through June 23, 2012, Memorandum of Understanding, dated May 7, 2010, between the County negotiators and the International Federation of Professional and Technical Engineers (IFPTE) Local 21, Public Defender Units, applicable to employees in Representation Unit R68 and 069, 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
ALAMEDA COUNTY ADMINISTRATIVE CODE

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

SECTION I

The first sentence of Subsection 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 Public Defenders' Chapter, Rep Units R68 and 069, for any injury that occurs on or after July 11, 2010.
- F. 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 Public Defenders' Chapter, Rep Units R68 and 069, 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.

- G. Effective July 11, 2010, for employees represented by IFPTE, Local 21, Alameda County Public Defenders' Chapter, Rep Units R68 and 069, for any injury that occurs prior to July 11, 2010.

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 III

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

- F. Effective July 25, 2010, for employees represented by IFPTE Local 21, Alameda County Public Defenders' Chapter, Rep Units R68 and 069, 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 of 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 Administrative Code Section 3.20.110 subsections A, B and C no longer apply to representation units R68 and 069.

SECTION IV

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 Public Defenders' Chapter, Rep Units R68 and 069.

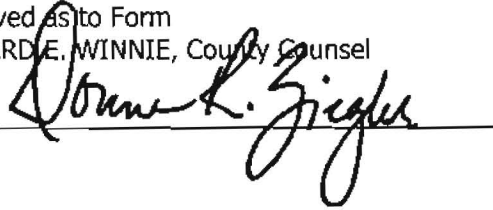
The Agency/Department Head, as a condition of granting sick leave with pay, may require medical evidence of sickness or injury acceptable to the department. The acceptable medical evidence must be obtained from a medical practitioner currently treating the employee or the employee's family member.

SECTION V

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

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, Public Defender represented full time employee in Representation Units R68 and 069 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 Public Defender represented employee assigned to Representation Units R68 and 069 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, Public Defender represented full time employee in Representation Units R68 and 069 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 Public Defender represented employee assigned to Representation Units R68 and 069 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

The first sentence of Subsections L and M of 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.

Add "and Effective July 25, 2010, each employee represented by IFPTE, Local 21 Public Defender, in Representation Units R68 and 069" immediately following R61.

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, Public Defenders Unit in Representation Units R68 and 069, 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.

MW:vb
Z:\Board Letters\06.08.10 IFPTE PD SO Amend

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS

ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA

SIDE LETTER 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:

DA
Mary Williams
Christina Baron

For IFPTE, Local 21, Public Defenders' Chapter:

Bob Butler
John H.
John H.
John H.
John H.

DATE: *May 7*, 2010

**2009 NEGOTIATIONS
ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT

The parties agree to eliminate Public Defender's Sabbatical Program.

For the County:

For IFPTE, Local 21, Public Defenders' Chapter:

Dan M.
Mary Williams
Cynthia Baron

Ed Britto
Jeff H.
Barry
Joe Johnson
Jan

DATE: May 7, 2010

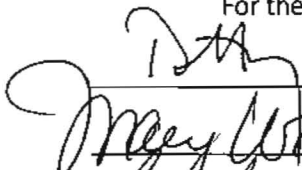
2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER,
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

Information Requests

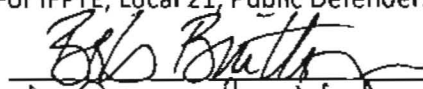
The parties agree that information requests made during the life of this MOU shall be governed by the Meyers-Milius-Brown Act.

For the County:



Mey Williams
Cynthia Baron

For IFPTE, Local 21, Public Defenders' Chapter:



Glen H.

DATE: May 7, 2010

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS

**ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT

Alameda County Public Defenders' Office Location Reassignment Policy

1. General Policy.

The Public Defender's clients are best served when all attorneys are familiar with current practice in all assignments performed by Local 21 bargaining unit members in the Public Defender's Office, and when they have a current working knowledge and established working relationship with all the Judges in the County. In addition, clients are best served when each attorney's particular experience, knowledge, and abilities align with the characteristics of cases handed by the Public Defender's Office. Therefore, while the Public Defender will consider attorney preferences, meeting the operational needs of the Public Defender's Office, as summarized above and as determined by the Public Defender, is paramount in making assignment decisions.

2. Location Reassignment Procedures.

The steps of the location reassignment process are as follows:

- a. The Chief Assistant Public Defender prepares rosters for use of Branch Managers.
- b. Each Branch Manager meets with attorneys assigned to the branch concerning their location assignment preferences. The Branch Manager then completes and returns the rosters to the Chief Assistant Public Defender.
- c. The Chief Assistant Public Defender then confers with the Public Defender concerning the requested location reassignments and location reassignments desired by the Public Defender. He or she then consolidates the rosters from the individual branches and the Public Defender's desires into a single proposed reassignment list which he or she then distributes to all Branch Managers and the Public Defender.
- d. Branch Managers discuss the tentative location reassignments with the affected attorney(s).

- e. The Branch Managers then meet with the Chief Assistant Public Defender, the Public Defender or both to discuss issues raised by employees concerning tentative location reassignments, and the final location reassignment list is then determined by the Public Defender or Chief Assistant Public Defender, as determined by the Public Defender.
 - f. When the Public Defender determines that it is feasible to do so, consistent with operational needs, employees who are reassigned under this policy shall be given thirty (30) calendar days advance notice of the location reassignment before the reassignment takes effect.
3. Frequency of Location Assignment Review. The Public Defender's Office will carry out the location reassignment procedures set forth in 2 above at least twice per calendar year. However, the presumptive frequency shall be three times per year unless the Public Defender determines that conducting the reassignment procedure three (3) times in the particular calendar year is impracticable. The presumptive schedule by which the location reassignment procedures will be carried out is as follows:

Month of Meeting	Approximate Effective Date of Location Change
March	May
July	September
November	January

4. Special Priority Assignment. An Attorney who completes a full tour on felony trial staff or a 187 SC through penalty phase will be given preference for their next assignment.
5. Duration of Location Assignments. The presumptive maximum duration of a location assignment is three years, except that the presumptive maximum for assignment to either the Fremont or Pleasanton branch shall be twelve (12) months. The Public Defender may extend the duration of an assignment to the Fremont or Pleasanton branches for up to 3 years at the request of an attorney who wishes to remain at one of those locations longer than 12 months. However, the Public Defender retains the discretion to transfer the attorney prior to 3 years, if in the Public Defender's judgment, it is in the best interest of the Office to do so. The Public Defender may vary the duration of all assignments in an effort to ensure a reasonable sharing of workload by type and volume or to meet operational needs, consistent with his or her determination of the needs of the Office. The decisions of the Public Defender regarding location assignments are non-grievable.
6. Delayed Effective Date of Location Reassignments. The Public Defender will consider an attorney's request to delay for up to four months a location reassignment. Such request must specify the temporary circumstances that gives rise to the request; provided that this does not require the disclosure of specific diagnostic medical information in the case of requests based on medical condition.

7. Juvenile Facility. The Juvenile Justice Center is considered a branch for purposes of the location reassignment procedure.

8. This written instrument constitutes the entire agreement between the parties.

For the County:

MA
Murphy
Cynthia Baron

For the Union:

Bob Britton
W. L. H.
Baron
Baron
Baron

Date: *May 7*, 2010

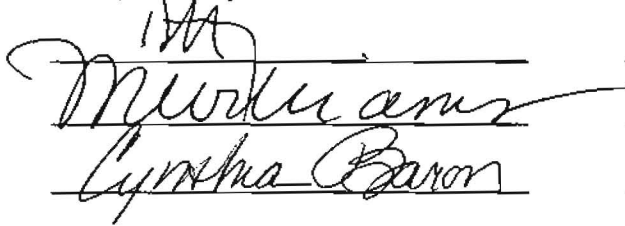
2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS

**ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA**

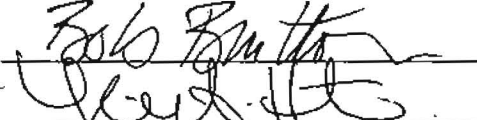
**SIDELETTER OF AGREEMENT
Parity with District Attorney Job Classes**

The parties agree that if, during the term (June 28, 2009 through June 23, 2012) of the MOU with IFPTE, Local 21, Public Defenders' Chapter, 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 Associate Deputy Public Defender, Deputy Public Defender and Assistant Public Defender in the Public Defender's Office will receive the same increase effective on the same date.

For the County:



For the Union:



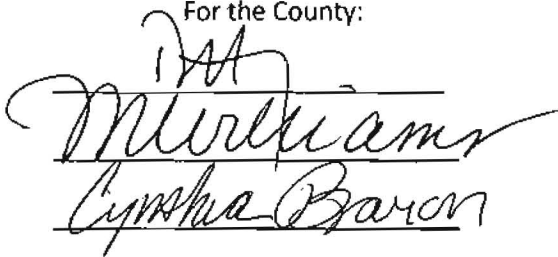
Date: May 7, 2010

**2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS
ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER,
IFPTE, LOCAL 21
AND
THE COUNTY OF ALAMEDA**


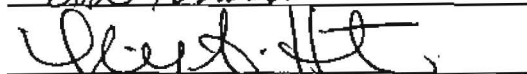
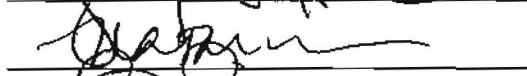

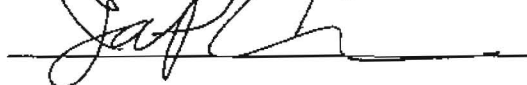
SIDELETTER OF AGREEMENT

On a case by case basis, the Public Defender may, at his or her discretion, grant an attorney employed by the Public Defender's Office after-business-hours access to a Public Defenders' field office other than that to which the attorney is normally assigned to allow the employee to perform work that would otherwise require the employee to travel to his or her normal office location. Such access, if approved, will be for specified hours and days of the week. Among other considerations, the Public Defender will base his or her determination on the nature of the work need, access limitations in lease agreements and County policy, safety conditions, including the availability of secure parking, and the availability of work space and necessary equipment in the alternate office. Such access shall be used exclusively for the performance of the employee's job duties. Access authorization may be revoked at any time at the discretion of the Public Defender. The Public Defender's decisions under this paragraph shall not be subject to grievance or other appeal.

For the County:



For IFPTE, Local 21, Public Defenders' Chapter:

DATE: May 7, 2010

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS

ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER IFPTE, LOCAL 21 AND THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

JOB SHARING PILOT PROGRAM

1. Alameda County ("County") and the Alameda County Public Defenders' Chapter, IFPTE Local #21 ("Union") agree to establish a pilot Job Share Program in the Public Defender's Office beginning within 60 days of adoption of MOU and terminating June 23, 2012 (unless terminated earlier as permitted below). Continuation of the Job Share Program thereafter 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. If, in the judgment of the Public Defender, these efforts are not successful, the Public Defender may terminate the Job Share program effective on the date designated by the Public Defender.
2. The Public Defender will designate two existing full-time (i.e. 40 hour per week) positions in the Deputy Public Defender classification that may each be shared by two (2) Deputy Public Defenders with each participant scheduled to work half time (20 hours per week). The basic schedules for employees in a job share will be, for the first employee, three days of eight hours of work per day in the first 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. If assigned a murder case, the employee must adjust his/her work schedule to meet the needs of the client and the Court in addition to satisfying existing assignments and responsibilities.
3. The Public Defender or his or her designee will assign duties to the job share participants that are, in the Public Defender's judgment, consistent with the operational and administrative needs of the Department.
4. Employees in the Deputy Public Defender classification shall submit an initial notice of interest in such job share no later than a date specified by the Public Defender and the Public Defender will establish and maintain a list of those interested. The Public Defender will determine the participants in such job share arrangement from among those who have submitted a notice of interest, and the effective dates of the job share. The Public Defender shall make the selection based on his or her determination of the best interests of the Public Defender's Office. In the event there is a waiting list of individuals interested in job sharing, the Public Defender will have the discretion to terminate the job sharing arrangement for a current participant(s) after 12 months for the purpose of admitting a new participant into the program. The selection of a new participant will be made by the Public Defender based on his or her determination of the best interests of the Public Defender's Office. Further, in order to ensure that all Deputy Public Defenders are available to be assigned felony trial cases, job share participants will generally be limited to 12 months of job sharing. However, based on operational needs, job share participation does not preclude the assignment of felony trial cases.
5. The Parties acknowledge that the needs of the Office of Public Defender dictate that each half of each of the two full-time Deputy Public Defender positions 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 Public Defender 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 Public Defender, 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 Public Defenders Office are carried out in the most effective manner possible, as determined by the Public Defender.

6. The two Deputy Public Defenders occupying a job share position will each agree that, except as identified in this side letter, 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 Public Defender may opt to assign other interested employee(s) to the job share position or, if no other eligible employee is interested, the Public Defender may return the participants to full time work or the continued job share, based on operational needs. When a vacancy occurs within the Department, the Public Defender 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 Public Defender (or his or her designee) in writing. Individuals who have notified the Public Defender of their interest in returning to full-time work prior to the vacancy occurring will then be considered for the ultimate vacancy. The Public Defender shall review the list of interested employees and determine the individual who best meets the Department's business needs for the current vacancy. The Public Defender's decision is non-grievable.

If only one employee within the job share wishes to return to full-time work when a position becomes available, then the other employee must either: (1) find another employee acceptable to the Public Defender 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.

7. Decisions that the Public Defender is entitled to make under this Job Share Program, including but not limited to determinations of operational needs and the decision to terminate the program, are final and not subject to grievance or other appeal. Any other dispute over the meaning, interpretation or application of this Side Letter shall be resolved under the Grievance Procedure set forth in the Parties' MOU.
8. This written instrument is the entire Side Letter between the parties.

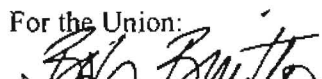
For the County:



Mary Willie
Cynthia Baron

Date: May 7, 2010

For the Union:



Ed Brutto

2009 MEMORANDUM OF UNDERSTANDING NEGOTIATIONS

**ALAMEDA COUNTY PUBLIC DEFENDERS' CHAPTER
IFPTE, LOCAL 21**

AND

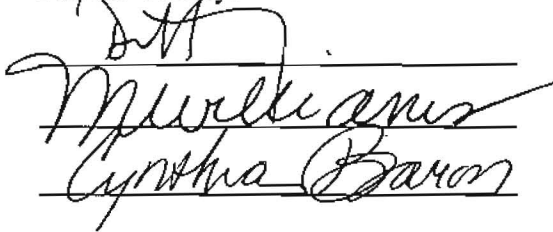
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

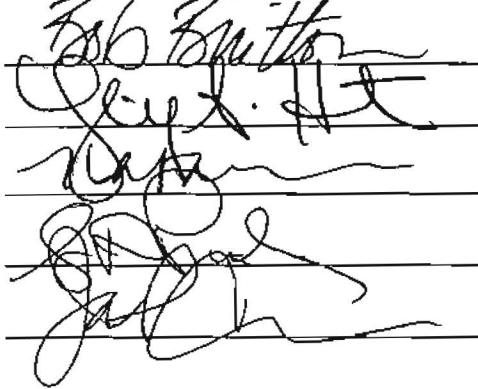
PART TIME POSITION PILOT PROGRAM

1. The Public Defender will designate two existing full-time (i.e. 40 hour per week) attorney positions in the Public Defender's Office that may each be worked at a 10% reduction in hours. These part time positions will work nine days per pay period and the equivalent of 72 hours in a pay period. One of the days designated as a non-work day will be the day that the Courts are closed (currently the third Wednesday of each month). This Part Time Position Pilot Program will be in place during the term of this MOU. Decisions that the Public Defender is entitled to make under this Part Time Position Pilot Program, including but not limited to determinations of operational needs and the decision to terminate the program, are final and not subject to grievance or other appeal.
2. The Parties agree to meet and confer within 60 days of adoption of the MOU by the Board of Supervisors to develop guidelines and procedures for the Part Time Position Pilot Program. These guidelines and procedures will address matters such as selection of participants, duration of part-time assignments, and scheduling of days off (other than those days designated on days the Courts are closed).

For the County:


Cynthia Baron

For the Union:


Bob Smith

Date: May 7, 2010