



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

Human Resource Services

June 9, 2015

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

**Subject: Adopt Memorandum of Understanding, Salary Ordinance Amendments, and Three Sideletters of Agreement**

Dear Board Members:

**Recommendation:**

Adopt an Ordinance approving the January 18, 2015 through February 6, 2021, Memorandum of Understanding (MOU) between the Alameda County Management Employees Association (Sheriff's Sworn 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 Sworn Unit), (3) amend Salary Ordinance Section 3-17.4 that provides education incentive provisions in the Sheriff's Office, (4) delete Salary Ordinance 3-17.17 in the Sheriff's Office due to its incorporation into the MOU and, (5) adopt three sideletters of agreement.

**Discussion/Findings:**

Your representatives and representatives of the Alameda County Management Employees Association have reached agreement on a new MOU, for the Sheriff's Sworn Units 026, 027 and 028, which expires in February 2021. The agreement calls for wage increases the same percentage amount and effective on the same date as the increases granted to the class of Sergeant in the Deputy Sheriffs' Association. The agreement further updates the "No Discrimination" language to ensure compliance with federal and state laws; limits County employees from covering a child who is a County employee having the same medical plan; updates pregnancy and child bonding leave language and reduces child-bonding from 6 months to 3 months to be consistent with FMLA/CFRA laws. Additionally, due to the separation of the MOUs for the sworn units (026, 027, 028) from the non-sworn (029) unit, any provisions that pertained to the non-sworn unit (029) were removed entirely.

Effective February 1, 2017 through January 31, 2018, the County will pay 87.5% and effective February 1, 2018 through the remaining term of the MOU, the County will pay 85% of the total monthly premium, at the employee's applicable level of enrollment, for the lowest cost HMO plan offered through the County plus the amount that the County would have contributed toward the County-offered dental plan had the employee enrolled in that plan, or the premium of the elected Operating Engineer's plan, whichever is lower. Effective Plan Year 2016, the dental maximum will increase from \$1450 to \$1550.

The Salary Ordinance amendment calls for changes that include: Section 7-10, Allocation of Cafeteria Benefit Plan, which is being increased from \$2900 to \$3000, effective Plan Year 2016 and \$3000 to \$3100, effective Play Year 2018; Section 7-4, Vacation Sellback, the yearly maximum allowable shall be 20 days for Fiscal Years 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021 only and shall decline to 15 days in fiscal year 2021-2022; amend Section 3-17.4 that provides an educational incentive footnote of 8.5% currently paid for a Master's Degree to include the POST Management Certificate, with the continued cap of 8.5%; deletion of Section 3-17.17 as this provision will be incorporated in the MOU.

The three sideletters have the following provisions: The yearly maximum allowable vacation sellback shall be 20 days for the term of the MOU and shall decline to 15 days effective fiscal year 2021-2022; Increase the monthly Share the Savings similar to all other management groups effective Plan Year 2016 which totals \$200 for employees declining all medical coverage, \$150 for employees declining Family coverage and electing Single coverage, \$10 for employees declining Family coverage and electing 2-party coverage and \$100 for employees declining 2-party coverage and electing Single coverage; and in the MOU, replaces Section 7 "Overtime" with "Additional and Emergency Compensation" which includes provision 3-17.17 from the Salary Ordinance regarding additional compensation when assigned to and working non-County sponsored events that is not a normal work assignment and adds a provision to allow additional compensation in emergency situations as determined by the Sheriff.

**Financing:**

Funds are available in the 2014-2015 and 2015-2016 budget appropriation to pay the costs of these actions.

Very truly yours,



Mary Welch, Interim Director  
Human Resource Services

MW:my

Z:\Board Letters\06.23.15 ACEMA Sheriff's Sworn Unit

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

Approved as to Form  
DONNA ZIEGLER, County Counsel

By 

O-2015-36

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE 2014 - 2015  
ALAMEDA COUNTY SALARY ORDINANCE

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

**SECTION I**

**Article 3** of Ordinance Number O-2014-47 of the County of Alameda is hereby amended by the amendment thereof of the following note, effective July 5, 2015.

Subsection 3.17.4 Any person occupying a position under Job Codes 0053EM, 0055EM, 8620SM, 8625SM, 8635SM, or 8505SM shall receive additional compensation as follows:

Possession of an Associate of Arts degree from a recognized college or university, or, an POST Intermediate ~~Post~~-Certificate - 2.5 percent;

Possession of a Bachelor of Arts or Bachelor of Science degree from an accredited college or university, or, an POST Advanced ~~Post~~-Certificate - 6 percent;

Possession of a Master of Arts or Master of Science degree from an accredited college or university, or, a POST Management certificate - 8.5 percent.

In addition, such persons shall be compensated an additional 2.5 percent for a one year period upon the completion of 30 hours or 3 units of Department Head approved seminars or courses. This additional 2.5 percent shall be renewable on an annual basis if the educational requirements are met.

Under no circumstances will the amount of compensation pursuant to the provisions of this footnote exceed 8.5 percent.

**SECTION II**

**Article 3** of Ordinance Number O-2014-47 of the County of Alameda is hereby amended by the **deletion** thereof of the following note, to be effective July 5, 2015 due to its incorporation into Section 7 of the Memorandum of Understanding.

Subsection 3.17.17 **Effective August 8, 2010**, employees occupying positions under Job Codes 8620SM, 8625SM or 8635SM, shall be compensated an additional five percent per biweekly pay period, when assigned to the Special Operations Group, as defined below (BOS approved 6/29/10):

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

No one employee shall receive more than one additional five percent per bi-weekly pay period increase under this subsection, regardless of the number of assignments held in this subsection.

### SECTION III

**Section 7-4, Vacation Sellback**, of Ordinance Number 0-2014-47 of the County of Alameda is hereby amended by the addition thereto of the following paragraph.

Effective July 1, 2015, in Fiscal Years 2015-2016, 2016-2017, 2017-2018, 2019-2020 and 2020-2021, an employee represented by the ACMEA Sheriff's Sworn Unit in Representation Units 026, 027 and 028, may sellback an additional five days of vacation.

### SECTION IV

**Section 7-10, Cafeteria Benefit Plan: Amount of Allocable Money**, of Ordinance Number 0-2014-47 of the County of Alameda is hereby amended by the addition thereto of the following paragraph.

Effective January 1, 2016, each ACMEA Sheriff's Sworn Unit represented full-time employee in Representation Units 026, 027, and 028, is eligible for a cafeteria benefit plan in the amount of \$3000 for the calendar year 2016 and 2017; and effective January 1, 2018 the amount shall be increased to \$3100 per 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.

### 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.

MW:MY:vb

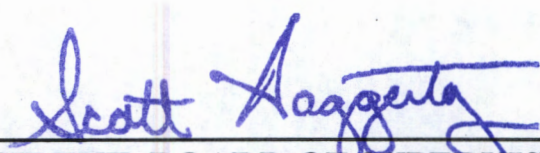
Z:\Board Letters\06.23.15 ACMEA Sheriff's Sworn Unit SO Amend

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 30<sup>th</sup> day of June, 2015, to wit:

**AYES:** Supervisors Carson, Chan, Miley & President Haggerty – 4

**NOES:** None

**EXCUSED:** Supervisor Valle – 1

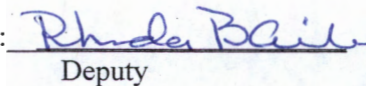
  
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**PRESIDENT, BOARD OF SUPERVISORS**

File: 29493  
Agenda No: 15  
Document No: O-2015-36



I certify that the foregoing is a correct copy of a Ordinance adopted by the Board of Supervisors, Alameda County, State of California

**ATTEST:**  
Clerk, Board of Supervisors

By:   
Deputy

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION  
SHERIFF'S MANAGEMENT UNITS 026, 027, & 028  
AND  
THE COUNTY OF ALAMEDA  
SIDELETTER OF AGREEMENT

VACATION SELLBACK

The parties agree the yearly maximum allowable vacation sellback shall be twenty (20) days per fiscal years 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020 and 2020-2021. The yearly maximum allowable vacation sellback for ACMEA Sheriff's Management Units 026, 027 & 028 shall decline to fifteen (15) days in fiscal year 2021-2022.

FOR THE COUNTY:

*Donna M. ...*  
*Mary J. DeGoulade*  
*Michael ...*  
*Capital ...*  
*R.T. ...*  
*J. Callal*

FOR ACMEA (Sheriff's Units 026, 027, 028):

*Donna M. ... ACMEA President*  
*...*  
*...*  
*...*  
*...*

DATE: 5/29/15

MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION  
SHERIFF'S MANAGEMENT UNITS 026, 027, & 028  
AND  
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

SHARE THE SAVINGS

The parties agree that the County shall increase the existing monthly Share the Savings stipend in Plan Year 2016, so that the new monthly totals shall be as follows:

- \$200 for those employees who decline all medical coverage;
- \$150 for those employees who decline Family coverage and elect Single coverage;
- \$100 for those employees who decline Family coverage and elect 2-party coverage;
- \$100 for those employees who decline 2-party coverage and elect Single coverage.

FOR THE COUNTY:

*Danett Murray*  
*Mary Jo DeCulode*  
*Quelaplin*  
*Carol Green*  
*R. L. Lugo*  
*J. L. Lugo*

FOR ACMEA (Sheriff's Units 026, 027, 028):

*James T. Madigan* ACMEA President  
*Carl J. Kimmey*  
*John J. Kimmey*  
*Allen*

DATE: 5/29/15

**MEMORANDUM OF UNDERSTANDING NEGOTIATIONS  
BETWEEN  
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION  
SHERIFF'S MANAGEMENT UNITS 026, 027, & 028  
AND  
THE COUNTY OF ALAMEDA**

**SIDELETTER OF AGREEMENT**

**ADDITIONAL COMPENSATION AND EMERGENCY COMPENSATION**

**April 24, 2015**

The parties agree that Section 7. Overtime shall be deleted in its entirety and replaced with the following:

**SECTION 7. ADDITIONAL AND EMERGENCY COMPENSATION**

- A. ADDITIONAL COMPENSATION.** Any employee under Job Code 8620SM (Lieutenant), 8625SM (Captain), and 8635SM (Division Commander) when assigned to and working at the annual Alameda County Fair or the Coliseum Law Enforcement Detail or other non-County sponsored event that is not a normal work assignment and for which the Sheriff's Office enters into a contract to provide security services resulting in a work week of more than 40 hours, shall receive an additional 12.1% of the equivalent of the biweekly step five rate of the assigned employee's job code, including base pay and any adjustments provided for in Section 3-17.4 of the Salary Ordinance\* as additional compensation for each shift worked in excess of 40 hours during that work week.
- B. EMERGENCY COMPENSATION.** Effective [the first pay period after adoption of the MOU by the Board of Supervisors], any employee under Job Code 8620SM (Lieutenant), 8625SM (Captain), and 8635SM (Division Commander) when assigned to and working more than four (4) hours in an emergency situation, as such emergency situation is determined in the sole discretion of the Sheriff, shall receive an additional 12.1% of the equivalent of the biweekly step five rate of the assigned employee's job code, including base pay and any adjustments provided for in Section 3-17.4 of the Salary Ordinance\* as additional compensation for each shift worked in excess of 40 hours during that work week. The activities set forth and the compensation provided in the immediately preceding paragraph for the activities described therein are the exclusive compensation for those activities under this Section and will not increase pursuant to this paragraph.
- C.** The parties acknowledge that all classifications subject to this Sideletter of Agreement are "overtime exempt" (i.e., except from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), and not entitled to overtime under any provision of California state law). Employees holding the classifications under Job Code 8620SM (Lieutenant), 8625SM (Captain), and 8635SM (Division Commander) are not eligible to receive additional compensation except as expressly provided for in this Section 7. Additional


Section 7. Additional compensation and overtime compensation as provided for herein shall constitute additional compensation provided to an exempt employee pursuant to 29 C.F.R. §541.604(a), and shall not be deemed to make any employee receiving such compensation "non-exempt" for any purpose.

In addition, all parties agree that Section 3-17.17 of the Salary Ordinance shall be deleted in its entirety.

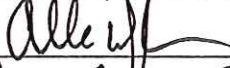
\* Provisions in Section 3-17.4 of the Salary Ordinance allow for additional compensation as follows (under no circumstances will maximum additional compensation under this provision exceed 8.5%):

- 2.5% compensation for possession of an AA degree or an Intermediate POST Certificate
- 6% for possession of a BA or BS degree or an Advanced POST Certificate
- 8.5% for possession of an MA or MS degree or a Management POST Certificate
- 2.5% for completion of 30 hours or 3 units of Department Head approved seminars or courses

FOR THE COUNTY:

  
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R. J. Lucas vls  
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\_\_\_\_\_  
\_\_\_\_\_

FOR ACMEA (Sheriff's Units 026, 027, 028):

  
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Sheriff [Signature] ACMEA President  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

4/24/15

By 

Ordinance No. O-2015-37

AN ORDINANCE APPROVING THE  
JANUARY 18, 2015 – FEBRUARY 6, 2021 MEMORANDUM OF UNDERSTANDING WITH THE ALAMEDA  
COUNTY MANAGEMENT EMPLOYEE ASSOCIATION  
SHERIFF'S SWORN 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 18, 2015 through February 6, 2021, Memorandum of Understanding, dated May 29, 2015, between the County negotiators and the Alameda County Management Employee Association Sheriff's Sworn Unit, applicable to employees in Representation Unit 026, 027 and 028, 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.

**THE FOREGOING** was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 30<sup>th</sup> day of June, 2015, to wit:

**AYES:** Supervisors Carson, Chan, Miley & President Haggerty – 4

**NOES:** None

**EXCUSED:** Supervisor Valle – 1

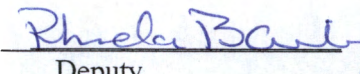
  
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**PRESIDENT, BOARD OF SUPERVISORS**

File: 29493  
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I certify that the foregoing is a correct copy of a Ordinance adopted by the Board of Supervisors, Alameda County, State of California

**ATTEST:**  
Clerk, Board of Supervisors

By:   
Deputy