



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

**Human Resource Services**

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July 3, 2013

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

**Subject: Two Sideletters of Agreement and a Salary Ordinance Amendment**

Dear Board Members:

**Recommendation:**

That your Board (1) adopt a sideletter of agreement with the Alameda County Management Employee Association (General Government Unit) and the County of Alameda and, (2) adopt a sideletter of agreement with the Alameda County Management Employee Association (Confidential Unit), and the County of Alameda and, (3) adopt a Salary Ordinance amendment to Article 3, Section 7-14 Additional Vacation Purchase.

**Discussion/Findings:**

Your representatives and representatives of the Alameda County Management Employee Association (General Government and Confidential Units) have reached agreement on two sideletters of agreement, which excludes new employees who are Tier IV members of the Alameda County Employee Association (ACERA), from receiving the County's portion of the employee's contribution to the Alameda County Employee Retirement Association in the amount equal to three percent (3%) of the employee's salary.

Additionally, we are updating and clarifying Section 7-14 Additional Vacation Purchase, to insure consistency in the provisions for unrepresented management employees similar to what is being implemented for ACMEA represented management employees.

**Financing:**

There is no cost associated with this action.

Very truly yours,

Mary Welch, Interim Director  
Human Resource Services

MW:vb

Z:\Board Letters 2013\07.16.13 ACMEA Sideletters of Agreement and Salary Ordinance Amendment

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

MEMORANDUM OF UNDERSTANDING DECEMBER 23, 2012 – April 8, 2017  
BETWEEN  
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION  
(GENERAL GOVERNMENT UNIT)  
AND  
THE COUNTY OF ALAMEDA  
SIDELETTER OF AGREEMENT

SECTION 15. WAGES

- A. Effective July 7, 2013, salaries for all represented classes shall be increased by 2%.
- B. Effective January 5, 2014, salaries for all represented classes shall be increased by 1%.
- C. Effective January 4, 2015, salaries for all represented classes shall be increased by 2%.
- D. Effective January 3, 2016, salaries for all represented classes shall be increased by 3%.
- E. Effective December 22, 2002, for those employees who are members of and are required to make an employee contribution to the Alameda County Employee Retirement Association (ACERA) the County shall pay a portion of the employee's contribution to the Alameda County Employee Retirement Association in an amount equal to three percent (3%) of the employee's salary.

Employees who are Tier IV members of the Alameda County Employee Retirement Association (ACERA) are excluded from the provisions of this section.

- F. Effective December 22, 2002, for those current employees who are 30 year members of the Alameda County Employee Retirement Association (ACERA), and do not make contributions to the Alameda County Employee Retirement Association (ACERA) because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401A plan pursuant to IRC 414 (h)(2) established by the County.
- G. The County contribution set forth in Section 15 E and F above shall be for full time employees on full time paid status. If the employee is on paid status less than full time, the County contribution shall be prorated each pay period based upon a proportion of the hours worked within that pay period to the normal full time pay period for the job classification. Employees who are Tier IV members of the Alameda County Employee Retirement Association (ACERA) are excluded from the provisions of this section.
- H. Any salary increase granted by the Board of Supervisors for the classification series of District Attorney Inspector shall be applicable also as the same effective date to employees in the classification series of Public Defender Investigator for the term of this Memorandum of Understanding.
- I. The job classes unique to the Alameda County Flood Control and Water Conversation District, Zone 7 listed in Appendix C are excluded from the provisions of this section.

For the County of Alameda

Cynthia Baron

7/3/13

Date

For the Association

Sean Raultal

7/3/13

Date

MEMORANDUM OF UNDERSTANDING DECEMBER 23, 2012 – April 8, 2017  
BETWEEN  
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION  
(CONFIDENTIAL UNIT)  
AND  
THE COUNTY OF ALAMEDA

SIDELETTER OF AGREEMENT

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- H. The job classes unique to the Alameda County Flood Control and Water Conversation District, Zone 7 listed in Appendix C are excluded from the provisions of this section.

For the County of Alameda

Cynthia Baron

7/23/13  
Date

For the Association

Alexa Rosenthal

7/3/13  
Date



By 

AN ORDINANCE AMENDING  
CERTAIN PROVISIONS OF THE 2012 - 2013  
ALAMEDA COUNTY SALARY ORDINANCE

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

SECTION I

Section 7-14, Additional Vacation Purchase, is hereby amended to read as follows.

Full-time employees may elect to purchase one or two additional weeks of vacation over and above their regular entitlement. The additional week(s) may be purchased in the following manner: on or before the biweekly pay period nearest October 1 of any year, an eligible employee shall submit a written request to the Agency/Department Head, stating his/her desire to purchase one or two extra weeks of vacation. Such vacation must be purchased in increments of one or two weeks.

Effective with the pay period containing January 1, 2003, and annually thereafter, the employees' vacation balance will be updated with the additional amount of vacation purchased, and they may then use the vacation time purchased. The County shall then make deductions from the pay of such employee in the amount of the value of one or two weeks of salary in 24 equal installments. In the event an employee uses their purchased vacation time, and leaves the employment of the County prior to paying for the additional vacation, the County will recover the cost from the employee.

- A. For purposes of cash payment of vacation leave, vacation purchased pursuant to this section shall be combined with vacation accrued. Said combined vacation balance shall be subject to the cash payment in lieu of vacation leave as set forth in the Administrative Code.
- B. Employees may not elect to purchase one additional week of vacation if their purchased vacation balance in October exceeds five days.
- C. Effective Plan Year 2010, and every year thereafter, unrepresented management eligible employees who elect to participate in the Vacation Purchase Program shall be charged for salary and shall be charged for all benefit costs and shall not accrue vacation, sick leave, retirement or seniority when using vacation purchase.
- ~~D. Effective Plan Year 2013, and every year thereafter, unrepresented management full-time employees who elect to participate in the Vacation Purchase Program who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and are accruing vacation at the two week per year rate may elect to purchase one additional week of vacation over and above their regular entitlement. Employees accruing vacation at three weeks or more are not eligible to participate in the Vacation Purchase Program.~~
- D. Effective Calendar Year 2013 and every year thereafter, only those full-time unrepresented management employees who have completed less than 104 full-time biweekly pay periods (4 years) of continuous employment and who are accruing vacation at the two week per year rate may elect to purchase one additional week of vacation over and above their regular entitlement during Open Enrollment. Part-time and intermittent employees may not purchase vacation.
  - a. On the first pay period of the calendar year, the participating employees' vacation balance will be adjusted to reflect the additional amount of vacation purchased. Employees may use the vacation time purchased, scheduled by mutual agreement, between the employee and the Agency/Department Head. Employees pay for the vacation time purchased in equal installments during the calendar year.

- b. To be eligible to purchase vacation for the upcoming plan year an employee must have completed payment for any previous vacation purchased by the end of the current plan year. The County reserves the right to revoke vacation purchase elections made during Open Enrollment if the previous year vacation purchase payments are not complete.
- c. To be eligible to purchase one week of vacation, an employee must have no unused purchased vacation as of the third pay period prior to the start of Open Enrollment.
- d. In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the employee agrees as a condition of participation that the County has the right to recover the unpaid cost for any used and unpaid vacation from the employee, deducting any sum owed to the County from the employee's final pay warrant.
- e. In the event there is insufficient pay to deduct from the employee's final pay warrant, the amount is still due and payable to the County; the employee must repay the County. Any failure to repay the County upon termination will result in collection proceedings.
- f. In the event that an employee is unable to cover the cost of purchased vacation in any pay period(s) due to insufficient pay, the County reserves the right to adjust the amount of the deductions from future warrants to cover the cost of the purchased vacation.
- g. In the event that a participating employee moves between a 40-hour per week position and a 37.5-hour per week position, s/he shall carry over his/her purchased vacation balance in the same number of days and fractions of days.
- h. In the event that an employee changes status from eligible to purchase vacation to a non-eligible status:
- 1) The County shall cease deduction and no additional days will be allowed for purchase.
  - 2) The County shall reduce the purchased vacation balance by the amount which the employee has not yet paid.
  - 3) The employee shall be allowed to retain and use the time purchased as of the date of the change from eligibility to ineligibility through the final pay period of the calendar year of the date of ineligibility.
  - 4) For purchased vacation remaining and unused through the final pay period of the calendar year, as set forth in section h.iii. above, the employee shall be paid at the pay rate at the time of enrollment, for the purchased vacation time not taken as of the 1<sup>st</sup> pay period of the following year.
  - 5) If the employee has used the purchased vacation time prior to completing payment for such vacation, the County will recover the cost of that vacation not yet paid for from the employee by pay warrant deduction.
- i. In the event that an employee experiences a pay rate change during the plan year, the total annual cost will remain the same as at the time of enrollment.

## 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.

MW:vb

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