

Human Resource Services

Lakeside Plaza Building
1401 Lakeside Drive, Suite 200
Oakland, CA 94612-4305
Tel: (510) 271-3703

SECOND READING

October 25, 2010

Honorable Board of Supervisors
Administration Building
Oakland, CA 94612

CONTINUED FROM (Item # 21) Tuesday, 11/9/10

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

Dear Board Members:

Recommendation:

That your Board (1) adopt an ordinance approving the December 27, 2009 through December 19, 2015, Memorandum of Understanding between the Alameda County Management Employees Association (Probation Managers Unit) and the County of Alameda, (2) adopt salary ordinance amendments amending Sections of Article 3 and 7, to implement changes agreed to with ACMEA (Probation Managers Unit) (3) and, 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 Probation Managers Unit 075, which expires in December 2015. The agreement calls for zero wage increases for Years 2010, 2011 and 2012, with percentage increases in Years 2013, 2014 and 2015, same as Deputy Probation Officer II benchmark classification in Teamsters, Local 856, or Juvenile Institutional Officer II benchmark classification in the Probation Peace Officers' Association. The agreement further removes the accrual cap and eliminates the conversion of sick leave to vacation; and, provides additional and clarifying language for Industrial Sick Leave reducing the paid benefit amount.

Effective Medical Plan Year 2011 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.

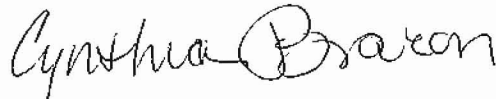
The Salary Ordinance amendment calls for changes that include: Section 3-14.6, removes Job Codes 6217SM and 6225SM from three-percent footnote in Juvenile Custodial Institutions who are unable to receive a duty free one-half hour lunch period; Section 7-4, Vacation Sellback, is being increased from 15 days to 20 days for Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015 only; 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 7-10, Allocation of Cafeteria Benefit Plan, which is being increased from \$2300 to \$2600 in Plan Year 2011, and from \$2600 to \$2900 in Plan Year 2012.

The five sideletters have the following provisions: reduce the safety retirement benefit for employees hired on or after February 6, 2011, 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%; The parties agree to meet and discuss the Shift-Unit Rotation Process for Institutional Supervisor I/II; Additional Compensation for Institutional Supervisor II working at the Juvenile Justice Facility, performing the job duties of the Institutional Supervisor I classification; Establishment of Labor Management Committee; and, participation in the Alternative Child Care Assistance Program.

Financing:

Funds are available in the 2010-2011 budget appropriation to pay the costs of these actions.

Very truly yours,

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

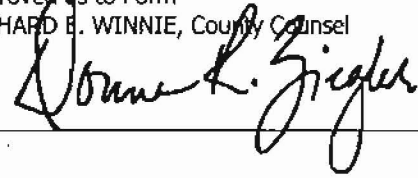
Mary Welch, Interim Director
Human Resource Services

MW:te
Z:\Board Letters\11.09.10 ACEMA Probation Managers 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
DECEMBER 27, 2009 – DECEMBER 15, 2015 MEMORANDUM OF UNDERSTANDING WITH THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEE ASSOCIATION
PROBATION MANAGERS UNIT

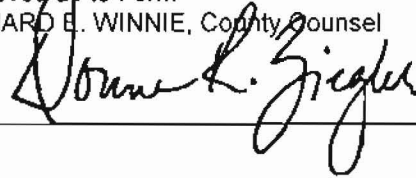
The Board of Supervisors of the County of Alameda ordains as follows:

SECTION I

The provisions of sections 1 through 27, and Appendix A through C of the December 27, 2009 through December 15, 2015, Memorandum of Understanding, dated October 15, 2010, between the County negotiators and the Alameda County Management Employee Association Probation Managers Unit, applicable to employees in Representation Unit 075, 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 2010 - 2011
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, 2011, each Alameda County Management Employees Association represented full time employee in Representation Unit 075 is eligible for a cafeteria benefit plan in the amount of \$2,600 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, 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 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 an ACMEA represented employee assigned to Representation Unit 075 who reinstates, shall not exceed \$2,600 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year preceding termination.

Effective January 1, 2012, each Alameda County Management Employees Association represented full time employee in Representation Unit 075 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, 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 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 an ACMEA represented employee assigned to Representation Unit 075 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, is hereby amended by the addition thereto of the following subsection.

- P. **Effective January 1, 2010**, each employee represented by ACMEA Probation Managers Unit 075, who is an executive, administrative, or professional employee exempt from the overtime provisions of the Fair Labor Standards Act, shall receive 7 paid leave days each calendar year. **Effective January 1, 2011**, an employee represented by ACMEA Probation Managers Unit 075 shall receive 3 additional paid leave days for a total of 10 days in calendar year 2011 only, and 1 additional paid leave day for a total of 8 days in calendar year 2012 only, 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. An employee appointed after the start of the calendar year 2011 shall receive paid leave of absence prorated at the rate of 6.67 hours 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 2012 shall receive paid leave of absence prorated at the rate of 5.33 hours 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 hour workweek for which the employee is regularly scheduled to work.

Effective January 1, 2013, the paid leave days for FLSA exempt employees represented by ACMEA Probation Managers Unit 075 shall return to 7 days per calendar year.

Effective January 1, 2010, each employee represented by ACMEA in Representation Unit 075, who is covered by the overtime provisions of the Fair Labor Standards Act, shall receive 3 paid leave days for each calendar year. Effective January 1, 2011, an employee shall receive an additional 3 days of paid management leave of absence for a total of 6 in calendar year 2011 only and an additional 1 day of paid management leave of absence for a total of 4 in calendar year 2012 only. The 3 additional days in 2011 and the 1 additional day in 2012 may not be used until after July 1, of the year it is granted. The County reserves the right to designate when such additional days shall be taken. An employee appointed after the start of the calendar year 2011 shall receive paid leave of absence prorated at the rate of 4.0 hours 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 2012 shall receive paid leave of absence prorated at the rate of 2.67 hours 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 hour workweek for which the employee is regularly scheduled to work.

Effective January 1, 2013, the paid leave days for employees covered by the overtime provision of the FLSA, represented by ACMEA Probation Managers Unit 075 shall return to 3 days per calendar year.

SECTION III

Article 3 of Ordinance Number 0-2009-51 of the County of Alameda is hereby amended by the deletion thereof of the following, effective January 9, 2011.

Section 3-14.6 "Delete Job Codes 6217SM and 6225SM".

SECTION VI

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

- P. Effective December 12, 2010, for employees represented by ACMEA Probation Managers Unit 075, the yearly maximum vacation sellback shall be increased from fifteen (15) days to twenty (20) days in Fiscal Years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015. The yearly maximum allowable vacation sellback for an employee represented by the ACMEA Probation Managers Unit 075, shall return to fifteen (15) days in Fiscal Year 2015-2016.

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.

**MOU NEGOTIATIONS
BETWEEN
ACMEA
PROBATION MANAGERS UNIT 075
AND
THE COUNTY OF ALAMEDA**

SIDELETTER OF AGREEMENT

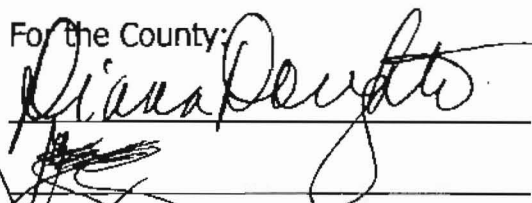

September 29, 2010

The County of Alameda and the ACMEA Probation Department Managers Unit hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired by the Probation Department on or after February 6, 2011 ~~60 calendar days after adoption of this agreement, or the first date thereafter that the County may administratively implement these terms,~~ shall be modified as follows:





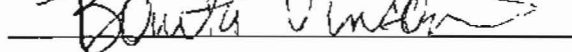
1. The 3% at age 50 standard safety retirement plan will not be available.
2. The employee shall be enrolled into the 2% at age 50 safety retirement plan (Govt. Code 31644) unless the employee chooses to select the alternative 3% at age 55 plan (Govt. Code 31644.2) as specified in #3 below.
3. The new 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%) above their normal contribution of 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 in 3.b. above will be reduced to three percent (3%) above their normal contribution of pensionable wages and shall remain as such unless modified by mutual agreement of the County of Alameda and the ACMEA Probation Managers Unit or until the employee's retirement or Alameda County service is otherwise terminated.

The ACMEA Probation Managers Unit 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 Probation Managers Unit 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:

For the Union:

DATE: 9-30-2010

DATE: _____

**2009 MOU NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY
AND
ALAMEDA COUNTY PROBATION MANAGERS (ACMEA)**

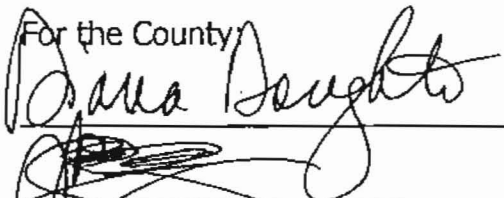
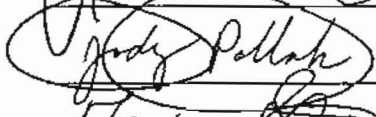
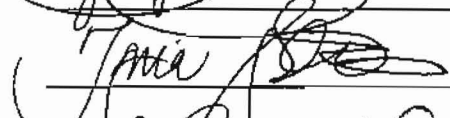
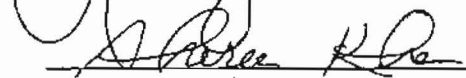
TENTATIVE AGREEMENT

Sideletter of Agreement

February 19, 2010

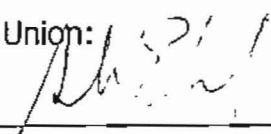
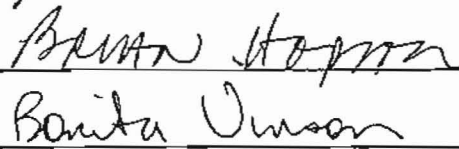
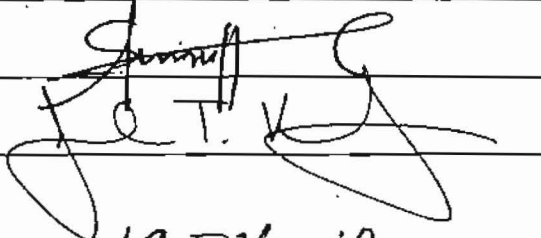
No later than 90 days following adoption of the MOU by the BOS and upon the request of the Union, the parties agree to meet and discuss the shift-unit rotation process for the classifications of Institutional Supervisor I & II. The purpose of this discussion is to facilitate cross-training of Institutional Supervisors within the various JJC assignments.

For the County:

DATE: 19 Feb 10

For the Union:

DATE: 19 Feb 10

**2009 MOU NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY
AND
ALAMEDA COUNTY PROBATION MANAGERS (ACMEA)**

TENTATIVE AGREEMENT TO COUNTY COUNTER TO UNION PROPOSAL #3

**SIDELETTER OF AGREEMENT
ADDITIONAL COMPENSATION FOR EXEMPT CLASSIFICATION WORKING
AT THE
JUVENILE JUSTICE FACILITY
February 5, 2010**

Effective July 13, 2008, an employee who is regularly appointed as an Institutional Supervisor II, job code 6225, and who is assigned to work an additional full 8 hour shift, performing the job duties of job code 6217 shall be compensated at step five at the time and a half rate (1.5) for job code 6217. This compensation shall only be provided when the Superintendent, Juvenile Hall and/or the Senior Institutional Supervisor have pre-approved the assignment of job code 6225 to work in the capacity of job code 6217.

Notification/Scheduling Process:

1. Each Institutional Supervisor II who is available to work additional shifts of job code 6217 shall notify the Superintendent, Juvenile Hall of his/her availability for each pay period no later than the Wednesday of payweek by indicating days available with contact information.
(i.e., I must notify my supervisor of my availability for IS1 shifts by July 23 in order to be contacted for a shift during pay period of July 27-August 9, 2008.)
2. The order of assignment contact is at the discretion of the Superintendent, Juvenile Hall and is non-grievable.
3. In order to receive additional compensation, the Superintendent, Juvenile Hall and/or the Senior Institutional Supervisor must approve each shift assigned to each Institutional Supervisor II on the timesheet.

For the County:

Diana Baughman

[Signature]

[Signature]

[Signature]

[Signature]

DATE: 2-5-2010

For the Union:

[Signature]

[Signature]

[Signature]

[Signature]

DATE: 2-5-2010

2009 MOU NEGOTIATIONS
BETWEEN
ALAMEDA COUNTY
AND
ALAMEDA COUNTY PROBATION MANAGERS (ACMEA)

SIDELETTER OF AGREEMENT
June 23, 2010

Labor-Management Committee

The Probation Department and the ACMEA Probation Managers hereby agree to the following:

Within ninety (90) days of the adoption of this agreement and upon written request of the Association, the Probation Department will form a Joint Labor Management Committee to meet every other month thereafter. Additional meetings may be held by mutual consent. The Committee will be comprised of three to four representatives each and shall meet at mutually agreeable times and places. Topics will be limited to issues such as communications; budget updates; organizational changes or other issues of mutual concern. The Committee will not discuss mandatory subjects of bargaining, or issues related to discipline, grievances, or individual performance problems. Committee suggestions, if any, shall be submitted to the Department Head for consideration.

For the County:

Diane Douglas
[Signature]
[Signature]
[Signature]
[Signature]

For the Union:

Carl D. Amy
Bonita Vinson
Yussuf Shakir
Berna Appa

DATE: 6-23-2010

DATE: 6-23-2010

**LETTER OF UNDERSTANDING BETWEEN
THE COUNTY OF ALAMEDA
AND
THE ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
Probation Department Managers
(Representation Unit 075)**

JULY 1997

INTENT:

The Alameda County Board of Supervisors and the Alameda County Management Employees Association, Probation Department Managers, hereby agree to participate in the Alternative Child Care Assistance Program to address the specific need for alternative job-related child care for represented classification employees in the event of:

1. A child's illness which precludes the use of the employee's regular child care arrangement

Or

2. An unanticipated, temporary interruption of an employee's regular child care arrangement (e.g., the regular provider becomes sick or has an emergency).

The purpose of this program is to provide assistance in situations which would otherwise require expenditures over and above employee's regular child care costs. Non-emergency or routine care during a holiday is not reimbursable under this program.

This program will begin on July 1, 1997, and will continue each fiscal year, unless either party (County or ACMEA) requests to reopen the agreement on or before **May 1st** of the preceding fiscal year. The maximum County liability shall not exceed \$1,500.00 per fiscal year (FY), unless modified by agreement. Underutilization of any FY's budgeted amount will be returned to the County General Fund and not added to the next FY Alternative Assistance budget.

EMPLOYEE ELIGIBILITY:

To be eligible to participate in the program, an employee must:

1. Be in an ACMEA represented class;
2. Need job related child care for at least one child under 14 years of age;
3. Understand that the child care reimbursements will be reported as income to the IRS and State Franchise Tax Board.

REIMBURSEMENTS:

Eligible employees shall be:

1. Reimbursed on a first come, first serve basis to a maximum of \$350.00 per employee, per fiscal year.
2. Reimbursed 90% at a maximum of \$80.00 per day, not to exceed \$350.00 maximum per employee per fiscal year.

ENROLLMENT:

Eligible employees who request reimbursement must, in addition to establishing their eligibility as specified above:

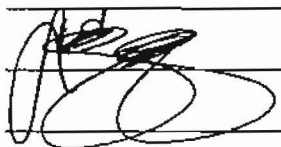
1. Identify their regular and alternative child care arrangements, reimbursement for alternative child care services provided by a parent of the child, legal guardian of the child, or spouse or dependent of the employee will be denied.
2. Complete forms prepared by the Auditor-Controller's Office. Forms must include the supervisor's signature indicating that employee was at work or date alternative child care services were provided. The supervisor has no other responsibilities or authority in regards to approval or rejection of claims.
3. Submit completed forms on a monthly basis (not per claim), with a cancelled check or cash receipt for each claim, to the Auditor-Controller's Office, which shall be responsible for processing reimbursements to participants on a monthly basis.

CONTINUATION:


The County and ACMEA agree that the Alternative Child Care Assistance program shall continue on an annual basis as described in the intent section of this agreement, unless either party requests to reopen the agreement on or before May 1 of the preceding fiscal year.

Signed and entered into the 1st day of October, 2010.

For the County of Alameda:



For the Alameda County
Management Employees Association,
Probation Managers Rep. Unit 075



Bonita Vinton