



Human Resource Services

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

December 7, 2010

Honorable Board of Supervisors  
Administration Building  
Oakland, CA 94612

**Subject: Adoption of Memorandum of Understanding, Salary Ordinance Amendment, Six Side Letters of Agreement, and One Letter of Understanding**

Dear Board Members:

**Recommendation:**

That your Board (1) adopt an Ordinance approving the 2009-2015 Memorandum of Understanding, including Appendices A through C, between the Probation Peace Officers' Association of Alameda County and the County of Alameda, (2) adopt a salary ordinance amendment amending Article 3 and Article 7 in order to incorporate the negotiated changes, and (3) adopt six side letters of agreement and one letter of understanding.

**Discussion/Findings:**

Your representatives and representatives of the Probation Peace Officers' Association of Alameda County have reached agreement on a new Memorandum of Understanding with a term from August 24, 2009 to August 29, 2015. The agreement provides for zero wage increases for 2009, 2010, and 2011 and sets forth the terms for salary increases commencing August 5, 2012 through the remainder of the agreement. Additionally, effective Plan Year 2011, the PPOA has agreed to pay 10% of the medical premiums for all HMO plans and 10% of the lowest cost HMO plan premium constituting the County contribution to the PPO plan. Additionally, the agreement increases bilingual pay from \$35 to \$40 per biweekly pay period, effective two pay periods following adoption of the MOU.

The sideletters reduce the safety retirement benefit for employees hired on or after October 17, 2010; provides for modifications to the Probation Department/PPOA Labor-Management Committee; provides for phasing out the Juvenile Institutional Officer Intermittent classification; provides for an increase in the health plan copay to \$15 effective February 1, 2011; provides that the 3% meal pay be incorporated into base salary with the concomitant deletion of the salary ordinance provision; and provides for the establishment of both health care expense account and dependent care cafeteria plans. The health care expense account limits employee contributions to \$3000 per year and further provides annual County contributions of \$300 in 2011 and an additional \$300 in 2012 for a total of \$600 annually for the remainder of the agreement and is consistent with other agreements of this type. The dependent care plan specifies an employee contribution limit of \$5000 with no County contribution. This sideletter agrees to modify the salary ordinance for implementation of these provisions and to amend Article 7, in order to incorporate the negotiated changes. The Letter of Understanding provides that the County cease providing the 3% meal pay to incumbents of the Juvenile Institutional Officer Intermittent classification.

*An Equal Opportunity Employer*

**Financing:**

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

Very truly yours,



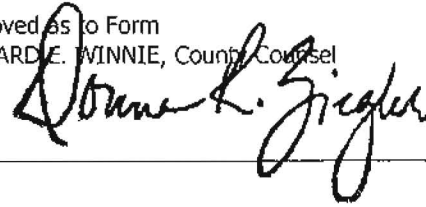
Mary Welch, Interim Director  
Human Resource Services

MW:BM:vb  
Z:\Board Letters\12.14.10 PPOA MOU Adoption

C: County Administrator  
Auditor-Controller  
County Counsel  
Chief, Probation Officer

Approved as to Form  
RICHARD E. WINNIE, County Counsel

By



Ordinance No.

AN ORDINANCE APPROVING THE  
MARCH 8, 2009 – MARCH 14, 2015 MEMORANDUM OF UNDERSTANDING BETWEEN THE PROBATION PEACE  
OFFICERS' ASSOCIATION OF ALAMEDA COUNTY  
AND THE  
COUNTY OF ALAMEDA

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

SECTION I

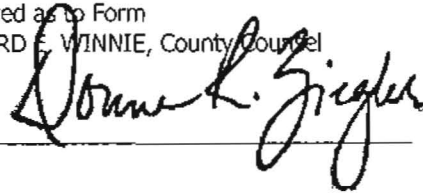
The provisions of sections 1 through 33 and Appendix A through C of the August 24, 2009 to August 29, 2015 Memorandum of Understanding, dated December 3, 2010, between the County negotiators and the Probation Peace Officers' Association of Alameda County applicable to employees in Representation Units 001 and 076 are 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 2010 – 2011  
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 to read as follows, effective January 23, 2011.

Subsection 3-14.6      Persons working in post positions under Job Codes 6108, 6110, and 6115, in Juvenile Custodial Institutions who are unable to receive a duty free one-half hour lunch period, shall be paid an additional 3 percent compensation.

**SECTION II**

The Introduction to Article 7, of Ordinance Number 0-2009 of the County of Alameda is hereby amended to read as follows.

Article 7 – Provisions Applicable to Persons in Classifications Designated SE, EM, SM, PA, CA, MA, or M and only as specifically mentioned in certain provisions to employees represented by the Probation Peace Officers' Association in Representation Units 001 and 076.

**SECTION III**

Section 7-1 Application, of Ordinance Number 0-2009-51 of the County of Alameda is hereby amended by the addition thereto of the following sentence.

This Article shall also apply, only as specifically mentioned in certain provisions to employees represented by the Probation Peace Officers' Association in Representation Unit 001 and 076.

**SECTION IV**

Section 7-9, Cafeteria Benefit Plan: Purpose, of Ordinance Number 0-2009-51 is hereby amended to read as follows.

The purpose of the cafeteria benefit plan is to provide optional benefits for employees and or opportunity for capital preservation through salary reduction and the pre-tax purchase of benefits.

Effective January 1, 2011, Cafeteria Benefit Plan: Allocation of Benefits, for employees represented by the Probation Peace Officers' Association (PPOA) in Representation Units 001 and 076 to read as follows:

Prior to January 1 of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate the plan amount among the following benefit accounts. Failure of the employee to allocate benefits within the stated



time frame will result in all funds being allocated to the Health Care expense account. Except in the case of a termination and reinstatement or a change in dependent status, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including salary contributions made pursuant to Section 7-11, are County funds.

Effective January 1, 2011, Health Care Expenses Account for employees represented by the Probation Peace Officers' Association (PPOA) in Representation Units 001 and 076 to read as follows.

Payments may be made for qualifying medical care expenses within the meaning of Code Section 213(d) of the Internal Revenue Code (i.e., out-of-pocket medically necessary, medical, dental and vision care expenses, including deductibles, co-insurance payments, services and over-the-counter drugs (OTC)), providing that such expenses incurred during a period of coverage and paid by the employee and eligible family members and are not reimbursed or paid under the employee's medical and dental plans or any other applicable personal or group health and dental plan.

Effective January 1, 2011, Dependent Care, for employees represented by the Probation Peace Officers' Association (PPOA) in Representation Units 001 and 076 to read as follows.

Subject to the applicable provisions of the Internal Revenue Code, employees covered by this Memorandum of Understanding are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care. Reimbursements are made solely on a monthly basis subject to submission of itemized statements, proof of payment, adequate accumulation of salary contributions and all applicable County Administrative procedures.

## **SECTION V**

**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 paragraph.

Effective January 1, 2011, each Probation Peace Officers' Association represented full time employee is eligible for a cafeteria benefit plan in the amount of \$300 for the 2011 plan calendar year and an additional \$300 for a total annual amount of \$600 in calendar year 2012. For years 2013, 2014, and 2015 the annual total amount shall be \$600 per plan 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 mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked 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 employees who reinstates shall not exceed \$300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year.

## **SECTION VI**

**Section 7-11, Cafeteria Benefit Plan: Contribution of Salary**, of Ordinance Number 0-2009-51 of the County of Alameda is hereby amended by the addition thereto of the following paragraph.

Effective January 1, 2011, an employee, represented by the Peace Officers' Association (PPOA) in Representation Units 001 and 076, may through payroll deduction, contribute to his/her cafeteria benefit plan in order to pay for plan benefits with pre-tax salary. The maximum employee contribution for each year of the Memorandum of Understanding shall be \$3,000. These benefits are those specified in Section 7-9 hereof and, to the extent permitted by Internal Revenue Service regulations,

dependent care. In making payments from plan benefit accounts, it shall be deemed that such payments were first made from the allocation designated by the employee from the County contribution to the plan, except that payments from the plan for dependent care may be made only from employee contributions of salary.

**SECTION VII**

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.

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

MEAL PAY

SALARY ORDINANCE SECTION 3-14 PROBATION DEPARTMENT

Effective with the end of the second full pay period after adoption of the MOU, the provision of the Salary Ordinance Section 3-14.6, pertaining to a 3% differential for meal periods will be terminated and the referenced 3% pay differential shall be incorporated into the base salary for the JIO I, II, III and Night Group Supervisor classifications.

For the County:

Cynthia Baren

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For the Probation Peace Officers' Association:

Sharon Goodfellow

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DATE: 10/5, 2010

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT  
HEALTH PLAN COPAY

Effective February 1, 2011, PPOA agrees to the \$15 copayment plan for all health plans offered by Alameda County.

For the County:

Cynthia Baron

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For the Probation Peace Officers' Association:

Lawson Rodriguez

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DATE: 10/5, 2010



SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

The parties agree that the classification of Juvenile Institutional Officer Intermittent shall be phased out due to the addition of 30 additional full time Juvenile Institutional Officer positions. Accordingly, any JIO Intermittent employee that does not respond to the current scheduling practice, shall be noticed that he/she shall no longer be employed with Alameda County per Civil Service Rule 2424, Automatic Resignation

Consistent with the foregoing, the parties agree that the classification of Juvenile Institutional Officer Intermittent shall be utilized as a services-as-needed classification as per Civil Service Rule 1713 effective immediately. The pre-existing conditions outlined by Administrative Manual Section 1322.13, or any other method, are hereby terminated effective immediately.

For the County:

Cynthia Baron

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For the Probation Peace Officers' Association:

Sharon K. Haggitt

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DATE: 10/5 2010

SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

LABOR-MANAGEMENT COMMITTEE

The Probation Department and the Probation Peace Officers' Association hereby agree to the following:

To establish a Labor-Management Committee for the purpose of providing a forum for information-sharing, identification of issues requiring resolution, and reviewing workplace developments. The Committee's goal is to promote the improvement of employer-employee relations in the Probation Department, and to creatively address the demands of the future while preserving the integrity and rights of the work force. Management staff of the Probation Department and PPOA representatives will review, discuss and make recommendations to the Department Head on a variety of departmental issues of mutual concern in order to develop a unified system of service delivery. Management staff of the Probation Department and PPOA commit to consistent attendance and full participation in the Committee.

**Committee Composition**

The Committee will consist of an equal number of management and labor representatives up to a maximum of five representatives from each party. The Committee may be expanded upon the mutual agreement of the Department and the PPOA if there is a need for additional members based on the items on the agenda.

**Meetings**

- The Committee meetings will be scheduled monthly for three hours each meeting.
- Meetings may be rescheduled by mutual agreement between the Department and the PPOA.
- Additional meetings may be convened on an as needed basis upon mutual agreement between the Probation Department and the PPOA.
- Non-attendance at a scheduled meeting by either party on two consecutive occasions or on three occasions within a six-month period will result in the suspension of the Committee until the non-offending party is satisfied that reconvening the Committee would be beneficial. The Committee meeting suspension period shall not exceed two months.

**Protocol**

- The Probation Department and the PPOA will alternate as chair of the meetings.
- An agenda will be prepared by the Probation Department seven days prior to each meeting.
- All Committee members may submit items for the agenda.
- The Probation Department will prepare minutes of each meeting for distribution to all Committee members.
- The Probation Department and the PPOA agree to arrive at each scheduled meeting with any and all agreed upon work products fully prepared for presentation to the Committee. Failure to arrive to a Committee meeting fully prepared on two consecutive occasions or on three occasions within a six month period will result in the suspension of the Committee until the required work product is available. The Committee meeting suspension period shall not exceed two months.

Committee recommendations, if any, will be advisory. The Department Head or his/her designee shall forward a written response to the Committee within thirty (30) days of receipt of the written recommendations from the Committee.

10/04/10BAM

The Committee will not discuss mandatory subjects of bargaining, or issues related to discipline, grievances, or individual performance problems. Should a matter arise during the meeting that is grievable, the PPOA will not be precluded by these discussions from filing a grievance.

**Duration**

This sideletter will remain in effect from the date of ratification of the Memorandum of Understanding by the Board of Supervisors until the expiration date of the Memorandum of Understanding.

For the County:

Cynthia Baron

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For the Probation Peace Officers' Association:

Douglas H. Haffey III

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DATE: 10/5, 2010

RETIREMENT PLAN MODIFICATION AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA

The County of Alameda and the Probation Peace Officers' Association hereby agree that the safety retirement plan for employees covered by this Memorandum of Understanding and hired on or after October 17, 2010 by the Probation Department 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. Such payments will be credited to the employee should their retirement contributions be withdrawn.
  - 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 Association or until the employee's retirement or Alameda County service is otherwise terminated.

For the County:

Cynthia Baron

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For the Probation Peace Officers' Association:

James H. Boller

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DATE: 10/05/10, 2010



SIDELETTER OF AGREEMENT  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT  
  
CAFETERIA BENEFIT PLAN

Amend the Salary Ordinance Section 7-9, 7-10 and 7-11 to include: Effective as soon as administratively possible following adoption by the Board of Supervisors, each Probation Peace Officers' Association represented full time employee is eligible for a cafeteria benefit plan in the amount of \$300 for the 2011 plan calendar year and an additional \$300 for a total annual amount of \$600 in calendar year 2012. For years 2013, 2014, and 2015 the annual total amount shall be \$600 per plan 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 mid-year shall be entitled to a prorated amount based upon the number of pay periods to be worked 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 employee who reinstates shall not exceed \$300 minus the sum of cafeteria plan benefits received by the employee during the portion of the calendar year.

An employee may, through payroll deduction, contribute to his/her cafeteria benefit plan in order to pay for plan benefits with pre-tax salary. The maximum employee contribution for each year of the Memorandum of Understanding shall be \$3000.

Prior to January 1 of each year, and within the first 30 days of employment in the case of a new employee, the employee may allocate the salary contribution amount to the Health Care Expenses Account. Except in the case of a termination and reinstatement or a change in dependent status, no change may be made in this allocation during the calendar year and any sums remaining unspent at the end of the year, including salary contributions made pursuant to Section 7-11, are County funds.

**Health Care Expenses Account.** Payments may be made for qualifying medical care expenses within the meaning of Code Section 213(d) of the Internal Revenue Code (i.e., out-of-pocket medically necessary, medical, dental and vision care expenses, including deductibles, co-insurance payments, services and over-the-counter drugs (OTC)), provided that such expenses incurred during a period of coverage and paid for by the employee and eligible family members and are not reimbursed or paid under the employee's medical and dental plans or any other applicable personal or group health and dental plan.



## DEPENDENT CARE

Subject to the applicable provisions of the Internal Revenue Code, employees covered by this Memorandum of Understanding are eligible to contribute from their salary on a pre-tax basis an amount up to \$5,000 each calendar year for approved dependent care. Eligible employees may only contribute salary for such expenses; there is no County contribution for dependent care. Reimbursements are made solely on a monthly basis subject to submission of itemized statements, proof of payment, adequate accumulation of salary contributions and all applicable County Administrative procedures.

For the County:

Cynthia Baron

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For the Probation Peace Officers' Association:

James H. Haffey III

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DATE: 10/5, 2010

LETTER OF UNDERSTANDING  
BETWEEN  
THE PROBATION PEACE OFFICERS' ASSOCIATION  
AND  
THE COUNTY OF ALAMEDA  
TENTATIVE AGREEMENT

JIO INTERMITTENT MEAL PAY

Effective the first full pay period following adoption by the Board of Supervisors, the parties agree to cease paying 3% meal pay to the Juvenile Institutional Officer Intermittent (6210N) classification effective the first full pay period following adoption by the Board of Supervisors as there has been no authority for this compensation as referenced below.

For the County:

Cynthia Baran

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For the Probation Peace Officers' Association:

~~Steven Holm~~

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DATE: 10/5 2010