

**MEMORANDUM
OF
UNDERSTANDING
ADDENDUM**

**BETWEEN THE
ALAMEDA COUNTY
WELFARE FRAUD INVESTIGATORS ASSOCIATION
AND
THE COUNTY OF ALAMEDA**



**July 16, 2006 – June 27, 2011
(Extension to June 21, 2014)**

**EXTENSION AGREEMENT AND AMENDMENT TO THE MOU BETWEEN
ALAMEDA COUNTY WELFARE FRAUD INVESTIGATORS ASSOCIATION
AND
THE COUNTY OF ALAMEDA**

The Alameda County Welfare Fraud Investigators Association and the County of Alameda agree to extend the Memorandum of Understanding scheduled to expire on Jun 27, 2011. The current terms and conditions in effect will be extended except as provided below:

PREAMBLE

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, a political subdivision hereinafter named as "County," and the Alameda County Welfare Fraud Investigators Association, affiliated with Operating Engineers Local Union No. 3, hereinafter named as "Union," as a recommendation to the Board of Supervisors of the County of Alameda concerning the conditions of employment to be in effect during the period July 16, 2006 through June 21, 2014, for those employees working in the representation unit referred to and further described in Section 1. of this Memorandum.

SECTION 6. MEDICAL AND DENTAL PLANS

A. MEDICAL PLAN COVERAGE

1. Medical Plan Coverage for Full-time Employees

a. For coverage from July 16, 2006 to January 31, 2011, the County shall contribute the total monthly premium of the lowest cost Health Maintenance Organization (HMO) Plan offered by the County at the corresponding level of coverage (i.e. Self, Self + 1 Dependent, Family) in a Plan Year. The County will offer a comprehensive group medical plan for either Health Maintenance Organization or PPO/Indemnity medical plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents.

The benefit plan design offered through a comprehensive group medical plan shall be available to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes.

b. The County contribution toward the medical carrier premiums shall be the full cost of the lowest cost HMO premium for eligible, full time employees. If an employee is on paid status less than a full-time basis, the County contribution shall be as specified in 6.A.2.

c. Effective February 1, 2011, through the remaining term of the MOU, the County and covered employees will share in the cost of health care premiums. The County will pay 90% of the total premium of an HMO plan:

- i. The County shall contribute 90% of the total monthly premium for an HMO at the corresponding level of coverage (i.e. Self, Self + 1 dependent, Family) in a Plan Year.
- ii. The County shall contribute 90% of the total premium of the lowest cost HMO plan toward the total premium for a PPO/indemnity plan at the corresponding level of coverage (i.e. Self, Self+1 dependent, Family) in a plan year.

2. Medical Plan Coverage for Employees Regularly Scheduled to Work Less Than the Normal Work Week. Any employee who is regularly scheduled to work less than the normal work week for the job classification shall be entitled to elect coverage under either a Health Maintenance Organization or one of the PPO/Indemnity options for full time employees; provided, however, that the employee is on paid status at least 50 percent of the normal full-time pay period for the job classification.

From July 16, 2006 to January 31, 2011, the County's contribution toward the provider's premiums for such plan shall be the full-time contribution of the lowest cost HMO provider prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is on paid status at least 50 percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least 50 percent of the normal full-time bi-weekly pay period for the classification, the employee will be responsible for paying the entire bi-weekly premium for the benefit.

Notwithstanding the foregoing, however, such employees who normally work at least 50 percent of the normal full-time biweekly schedule for the job classification, who were on the County payroll for the pay period beginning April 1, 1979, and who received 100 percent of the County contribution during said pay period, shall continue to be eligible for 100 percent of said contribution until (1) a break in part time service, (2) a break in medical plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed the County contribution for coverage of full-time employees in comparable classes.

Effective February 1, 2011 through the remaining term of the MOU, the county's contribution toward the provider's premium shall be 90% of the total biweekly premium for an HMO prorated each pay period based upon a proportion of the hours the employee is on paid status within that pay period to the normal full-time pay period for the job classification, provided that the employee must be on paid status at least 50% of the normal full-time biweekly pay period for the job classification. For part-time employees who choose the PPO/Indemnity plan, the County will contribute 90% of the total biweekly premium of the lowest cost HMO, prorated each pay period based upon a proportion of the hours the employees is on paid status within that pay period to the normal full-time pay period for the job classification, provided the employee is

on paid status at least 50 percent of the normal full-time biweekly pay period for the job classification. If an employee is not on paid status at least 50% of the normal full-time pay period for the job classification, the employee will be responsible for paying the entire biweekly premium for the benefit.

3. Duplicative Coverage: This subsection applies to married County employees and employees in domestic partnerships as defined in Appendix B when both are employed by the County. The intent of this Section is to limit County employees who are married or in a domestic partnership from both covering each other within the same medical plan. Married County employees and domestic partners, both employed by the County, may choose one option from the following list of medical plans:

a) Up to one full family PPO/Indemnity membership.

b) Up to one full family HMO membership.

c) Up to one full family HMO membership with up to one full family PPO/Indemnity membership.

d) Up to one full family PPO/Indemnity membership with up to one full family PPO/Spousal membership.

e) Up to one full family HMO membership with up to one full family alternative HMO membership.

f) Up to one full family Operating Engineers – Health and Welfare Trust Plan membership with up to one full family Operating Engineers Trust alternative plan.

4. Effect of Authorized Leave Without Pay on Medical Plan Coverage: Employees who were absent on authorized leave without pay, and whose medical plan coverage was allowed to lapse for a duration of three months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment forms within thirty calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the County.

Those whose health plan coverage was allowed to lapse for a duration greater than three months will be able to re-enroll within thirty calendar days of the date they return to work in the same manner as is allowed for new hires. Such employees will be subject to new deductibles, maximums, and waiting periods.

Employees can elect to continue uninterrupted coverage for the duration of their authorized leave of absence without pay by electing to pay for coverage. In the event that an employee elects to pay for a lower level of coverage while on leave, said employee will have that same lower level

of coverage when they return to work. Said employee can only restore his/her prior level of coverage during open enrollment.

5. 30-Day Re-Enrollment: For employees who are enrolled in a County sponsored Medical Plan and experience a Change in Status such as: marriage, adoption, loss of medical coverage by spouse/domestic partner, or change in job title must, within thirty calendar days of the change of status, enroll in or add dependents to one of the County sponsored Medical Plans.

6. Open Enrollment: Eligible employees may choose from among a Health Maintenance Organization or a PPO/Indemnity Medical Plan, and the Operating Engineers Health and Welfare Trust options during the open enrollment held annually.

B. DENTAL PLAN OPTIONS.

1. Dental Plan Coverage for Full-Time Employees:

a. For coverage from July 16, 2006 through the remaining term of this Memorandum of Understanding, the County shall contribute the full cost of the provider's charge for a Dental Plan for full-time employees and their dependents, including domestic partners (upon submission of an affidavit as defined in Appendix B) and their dependents, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. This contribution shall apply to the dental plan options listed below. Eligible full-time employees may elect any one of the following dental plan options.

1) A PPO/Indemnity dental plan.

2) A pre-paid, closed panel dental plan.

3) A supplemental spousal indemnity plan option.

4) The intent of this section is to limit County employees who are married or in a Domestic Partnership from both covering each other within the same Dental Plan. Married County employees and employees in domestic partnerships (as defined in Appendix B), both employed by the County, shall be entitled to one choice from the following list of dental plan coverages:

(a) Up to one full family PPO/Indemnity plan or Operating Engineers with up to one supplemental Spousal Delta Dental plan.

(b) Up to one full family PPO/Indemnity plan or Operating Engineers with up to one full family pre-paid closed panel plan.

(c) Up to one full family pre-paid closed panel plan.

(d) Up to one full family PPO/Indemnity or Operating Engineers plan.

These benefit options shall be available as listed to the extent that the carrier continues to offer these benefits. The County shall give notice to the Union of such benefit changes. Upon receiving such notice, the Union may request to meet and confer regarding a substitute benefit but if a substitute benefit is not possible, as determined by the County, the parties will meet and confer regarding the effect of such benefit changes. Effective calendar year 2009, the maximum annual benefit for each covered individual is \$1,450.

2. Dental Plan Coverage for Less than Full-Time Employees: For coverage from July 16, 2006 through the remaining term of this Memorandum of Understanding, the County shall contribute the full cost of the provider's charge for a Dental Plan for less than full time employees and their dependents, provided, however, that the employee is on paid status at least 50 percent of the normal full-time work week for the job classification. To participate, an employee has to be scheduled at least 50% of the normal full-time pay period for the job classification.

Should an employee fail to have been on paid status at least 40 hours in any biweekly pay period for reasons other than those stated in Section 6.B.4.b., they will be responsible for the bi-weekly premium payment for that benefit.

3. Effect of Authorized Leave Without Pay: All full-time, part-time, and Services-as-Needed employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of three (3) months or less, and who return to work on paid status of at least 40 hours per pay period shall retain dental plan eligibility.

Said employees as defined above will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked at least 50 percent of the normal full-time work week for the job classification.

All full-time, part-time, and Services-as-Needed employees regularly scheduled to work 50 percent time or more per pay period and who are granted an authorized leave of absence without pay and whose Dental Plan coverage lapsed for a duration greater than three (3) months will be re-enrolled in the same manner as is allowed for full-time, regularly scheduled part-time, Services-as-Needed and new hires with respect to the application of deductibles, maximums, and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked at least 50 percent of the normal full-time work week.

4. 30-Day Re-Enrollment: For employees who are enrolled in a County sponsored Dental Plan, and who experience a Change in Status such as marriage, adoption, loss of dental coverage by spouse/domestic partner must, within thirty calendar days, enroll in one of the County sponsored Dental Plans.

5. Open Enrollment: Eligible employees may choose a Dental Plan during the annual Open Enrollment period. Premiums of all County Dental Plans will be paid according to dependent and enrollment status (Self, Self + 1 Dependent, or Family).

C. MEDICAL AND DENTAL COVERAGE. The County and Union agree that this Memorandum of Understanding shall be reopened at the County's request to meet and confer to discuss and mutually agree upon changes related to the Medical and Dental Plans, benefits, and contribution rates.

SECTION 10. WAGES

A. Effective May 8, 2005, 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 (ACERA) in an amount equal to three percent (3%) of the employee's salary.

B. Effective May 8, 2005, for those currently employed employees who are 30 year members of the Alameda County Employee Retirement Association (ACERA) and do not make contributions to the Alameda County Retirement Association because they are 30 year members, the County shall contribute an amount equal to three percent (3%) of the employee's salary into a 401(a) plan pursuant to IRC 414(h)(2).

C. Effective July 16, 2006, salaries for all represented classes shall be increased by 3%.

D. Effective October 21, 2007, salaries for all represented classes shall be increased by 3%.

E. Effective January 13, 2008, salaries for all represented classes shall be increased by 1%.

F. Effective July 13, 2008, salaries for all represented classes shall be increased by 2%.

G. Effective January 11, 2009, salaries for all represented classes shall be increased by 2%.

H. Effective July 12, 2009, salaries for all represented classes shall be increased by 2%.

I. Effective July 11, 2010, salaries for all represented classes shall be increased by 3%.

J. The County contribution set forth in 10 A and B 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.

K. Effective July 12, 2010 through the remaining term of the agreement, there shall be no further wage increases.

SECTION 12. VACATION LEAVE

P. VACATION PURCHASE PLAN.

Eligible employees may elect to purchase one or two weeks of vacation under the Vacation Purchase Plan during Open Enrollment. On the first pay period of the calendar year, the

employees' vacation balance will be updated with the additional amount of vacation purchased. Employees may then use the vacation time purchased, scheduled by mutual agreement between the employee and the Agency/Department Head.

Due to concerns about County financial liabilities associated with the Vacation Purchase program, employees will have to have used one week or more of purchased vacation as of the third pay period prior to the start of Open Enrollment in order to purchase one week of additional vacation for the subsequent year. If the employee wishes to purchase two weeks of vacation, s/he must have used all of his/her purchased vacation as of the third pay period prior to the start of Open Enrollment.

In order to clarify eligibility under the Vacation Purchase program, the parties agree to the following:

- 1) To be eligible to purchase vacation, an employee must have completed payment for any previous vacation purchase and an employee must have no more than one week of unused purchased vacation as of the third pay period prior to the start of Open Enrollment;
- 2) In order to be eligible to purchase two weeks of vacation, an employee must have used all previously purchased vacation leave as of the third pay period prior to the start of Open Enrollment;
- 3) In the event that an employee uses purchased vacation and leaves County service prior to paying for it, the County reserves the right to recover the cost from the employee, including deducting any sum owed from the employee's final pay warrant.
- 4) 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 future pay period amount.
- 5) 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.
- 6) In the event that an employee becomes ineligible for this program, the County reserves the right to adjust the purchased vacation balance and/or deductions. Effective January 1, 2011, in the event that an employee changes status from eligible to purchase vacation to a non eligible status:
 - i. The County shall cease deductions and no additional days will be allowed for purchase.
 - ii. The County shall adjust the purchased vacation balance by any unpaid time.
 - iii. 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.

- iv. The employee shall be paid for the time not taken as of the 1st pay period of the following year.
- v. If the employee has used the purchased vacation time prior to completing payment, the County reserves the right to recover the cost from the employee at the time of ineligibility.

7) 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.

8) 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 Section 12.B of this MOU.

Effective January 1, 2011, in addition to the above conditions, an employee purchasing vacation is responsible for all County costs associated with vacation purchase. For the pay periods in which purchased vacation is utilized as time off, the employee's total compensation shall not include the contributions made by Alameda County towards premium based and accrued benefits including retirement, county medical and dental plans, sick leave and vacation time for all bi-weekly hours or portions thereof coded as purchased vacation. These prorated premium costs shall be deducted from the employee's pay check for the biweekly pay period in which the purchased vacation is utilized and, further, the employee will not accrue vacation or sick leave for such hours. Also, purchased vacation time utilized as time off will not count towards county seniority, hours in step or towards the completion of the probationary period or retirement service credit.

Medical premiums

- The employee will pay a prorated amount of the County's contribution toward medical premiums based on Vacation Buy hours used.
- If the employee uses more than 37.5/40 Vacation Buy hours in a pay period, the employee will be responsible for the entire medical premium.

Dental premiums – If the employee uses more than 37.5/40 Vacation Buy hours in a pay period, the employee will be responsible for the entire dental premium.

Leave Accruals – The employee will not accrue sick leave or vacation when using Vacation Buy hours.

Retirement – The County will not contribute towards retirement when using Vacation Buy hours.

Seniority – The employee will not accrue seniority when using Vacation Buy hours.

Time Reporting – The employee will need to use the new time reporting code "VBN" when using Vacation Buy hours.

Holidays

- The employee will not be eligible to receive holiday pay if the employee uses Vacation Buy hours the day before and/or the day after a holiday and;
- Holiday pay will be pro-rated based on the number of Vacation Buy hours used during that pay period.

SECTION 14. MANAGEMENT BENEFITS

Employees eligible to participate in the Management Benefits and Cafeteria Plan, as specified in Article 7 of the Alameda County Salary Ordinance, may continue to participate in such plan as may be amended from time to time at the sole discretion of the Board of Supervisors. For the calendar year 2011, the County's contribution towards M-designated benefits shall be increased from \$2,300 to no more than \$2,600. For the calendar year 2012 through the end of the term of this agreement, the County's contribution towards M-designated benefits shall be increased from \$2,600 to \$2,900 per calendar year.

SECTION 21. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in effect to and including June 21, 2014.

SIDELETTER OF AGREEMENT – VACATION SELLBACK

The Parties agree to increase the yearly maximum allowable vacation sellback from fifteen (15) days to twenty (20) days for fiscal years 2011-2012 and 2012-2013. The yearly maximum allowable vacation sellback for the Alameda County Welfare Fraud Investigators Association shall return to fifteen (15) days in fiscal year 2013-2014.

For the County:

Danett Murray
Cynthia Baron

For ACWFIA:

[Signature]
[Signature]
[Signature]

DATE: 6/18, 2010

ALAMEDA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

The following was action taken by the Board of Supervisors on July 27, 2010

Approved as Recommended Other

Read title, waived reading of ordinance in its entirety and adopted Ordinance O-2010-44

Unanimous Carson Haggerty Miley Steele Lai-Bitker - 4
Vote Key: N=No; A=Abstain; X=Excused

Documents accompanying this matter:

- Resolution(s) _____
 Ordinance(s) O-2010-44
 Contract(s): _____

File No. 26406
Item No. 45

Copies sent to:

Special Notes:



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

ATTEST:
Crystal Hishida Graff, Clerk of the Board
Board of Supervisors

By: R. Bailey
Deputy