

**MEMORANDUM OF UNDERSTANDING
ADDENDUM
BETWEEN THE
ALAMEDA COUNTY MANAGEMENT EMPLOYEES ASSOCIATION
(GENERAL GOVERNMENT UNIT)
REPRESENTATION UNIT 075
AND THE
COUNTY OF ALAMEDA**

INTENT:

Addendum to the Alameda County Management Employees Association – General Government Unit to incorporate applicable terms and conditions as set forth in the Safety Coalition Agreement dated June 16, 2003, that apply to Representation Unit 075.

All other terms and conditions of the ACMEA (General Government) Memorandum of Understanding (December 23, 2001 – December 31, 2005) shall apply.

AMEND APPROPRIATE SECTIONS:

- Preamble
- Section 15. Wages For Representation Unit 075
- Section 27. Scope And Term Of Agreement
- Add: Appendix F
- Add: Sideletter Of Agreement

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THIS MEMORANDUM OF UNDERSTANDING is entered into by the Director of Human Resource Services of the County of Alameda, said political subdivision hereafter designated as "COUNTY," and the Alameda County Management Employees Association General Government Unit (Probation Department Managers), affiliated with OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO, hereafter designated as "ASSOCIATION," as a recommendation to the Board of Supervisors of the County of Alameda of those conditions of employment which are to be in effect during the period December 23, 2001 to December 27, 2009, for those persons employed under Representation Unit 075.

SECTION 15. WAGES FOR REPRESENTATION UNIT 075

- A. Effective December 22, 2002, salaries for all represented classes shall be increased by 4%.
- B. Effective December 22, 2002, for those Safety 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. Effective the same date as the 3% at 55 Enhanced Safety Retirement benefit implementation, or if implemented first, then the 3% at 50 Enhanced Safety Retirement benefit implementation date, this sub-section shall no longer apply to employees in Representation Unit 075.
- C. Effective December 22, 2002, for those current Safety employees who are 30 year members of the Alameda County Employee Retirement Association (ACERA), and do not make contributions to the Alameda County Employee

SECTION 15. (continued)

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 401(a) plan pursuant to IRC 414(h)(2) established by the County. Effective the same date as the 3% at 55 Enhanced Safety Retirement benefit implementation, or if implemented first, then the 3% at 50 Enhanced Safety Retirement benefit implementation date, this sub-section shall no longer apply to employees in Representation Unit 075.

- D. The County contribution set forth in Section 15 B and C 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.
- E. Effective December 21, 2003, and the first full pay period of January 2005, 2006, 2007, and 2008, and after the adoption of this addendum to the ACMEA (General Government) MOU, the County shall maintain the salary relationship between the benchmark class of DPO III and Unit Supervisor Probation, for persons employed under Job Codes 6118PA, 6120PA, 6121SM, 6122SM, 6123SM, 6124SM, 6126PA, 6235SM, 6260SM, and 6270SM, established on December 23, 2001. This subsection shall terminate on December 26, 2009.
- F. Effective December 21, 2003, and the first full pay period of January 2005, 2006, 2007, and 2008, and after the adoption of this addendum to the ACMEA (General Government) MOU, the County shall maintain the salary relationship between the benchmark class of Group Counselor II and Institutional Supervisor I, for persons employed under Job Codes 6217SM, and 6225SM, established on December 23, 2001. This subsection shall terminate on December 26, 2009.
- G. Effective December 21, 2003, the 2% wage reduction put into effect on March 19, 1989, shall cease to be a condition of participation in safety retirement for persons employed under Job Codes 6118PA, 6120PA, 6121SM, 6122SM, 6123SM, 6124SM, 6126PA, 6235SM, 6260SM, and 6270SM, in Representation Unit 075.

SECTION 27. SCOPE AND TERM OF AGREEMENT

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto regarding the provisions contained in this Memorandum of Understanding. Neither party shall, during the term of this Memorandum of Understanding, demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of the Memorandum of Understanding by mutual agreement. This Memorandum of Understanding shall become effective upon the approval of the Board of Supervisors and shall remain in full effect to an including December 27, 2009 except for Section 13. Vacation Leave which shall continue in full effect as provided in subsection 13. M.

For the County of Alameda

For ACMEA

Naomi O. Burns, Director
Human Resource Services

Approved as to Form:
Richard Winnie, County Counsel

By:

APPENDIX F

ALAMEDA COUNTY SAFETY COALITION

County Settlement Offer

This Settlement Offer Supercedes Previous Offer of December 23, 2002

June 16, 2003

- 1a. The 3% at 55 enhanced safety retirement benefits for past and future service shall be effective as soon as agreement is reached with each safety employee organization, but no sooner than July 1, 2003.

In addition, providing all of the following conditions are met:

- A. A safety employee organization settles its MOU with the County and,
- B. The County adopts a resolution providing that a safety employee in that safety employee organization, who retires with the current 2% at 50 safety retirement benefit after the adoption of the resolution and before the effective date of 3% at 55, shall, at the option of the safety employee, be uplifted to the 3% at 55 safety retirement benefit as of the effective date of 3% at 55 or to the 3% at 50 safety retirement benefit as of the effective date of the 3% at 50 safety retirement benefit.

Employees who retire after the effective date of the 3% at 55 safety retirement benefit, and who are under the age of 55 years old, shall subsequently be uplifted to the 3% at 50 safety retirement benefit at such time as the 3% at 50 safety retirement benefit becomes effective.

- 1b. Safety employees who retire on or after January 1, 2005 will receive the 3% at 50 enhanced safety retirement benefits for past and future service.

Only safety employees who retire under the above-stated conditions may uplift. A safety employee, so retiring, may uplift only once.

2. The past service costs will be assumed by any one or a combination of the following:

- A. Monies set aside by the Retirement Board.
- B. Monies made available through legislation.
- C. Pension Obligation Bonds.

3. Future service costs will be shared by the County and the safety employees:

- A. Safety employees will pay three percent (3%) of their pensionable wages/salary.
- B. Safety employee deductions shall commence at the beginning of the pay period in which the 3% at 55 enhanced safety retirement benefit is effective.

To the extent permissible, the safety employees' share shall be paid on a pre-tax basis through payroll deduction.

4. There shall be no modification to the current tiers.

5. Each safety employee organization MOU shall be extended through 2009. The County and each safety employee organization shall meet separately regarding terms and conditions of their MOU's, which, in addition to Number 3 above, must include:
 - A. The deletion of Admission Day and Columbus Day as holidays and substituting two floating holidays effective 2003.
 - B. The County shall pay the cost of the least expensive health plan beginning 2004. The least expensive health plan shall have a plan benefit structure as the plans currently offered and as may be amended from time to time.
 - C. Each safety employee organization shall be a part of and agree to the agreements reached with the Health Care Task Force.
 - D. Beginning January 1, 2004, each safety employee organization shall agree to re-open their respective MOU's in the event that the Alameda County Board of Supervisors determines that countywide fiscal responsibility requires reconsideration of wages set forth in any established memorandum of understanding, said memorandum(a) shall be reopened for the sole purpose of renegotiating wages.
6. There are peripheral issues that must be resolved to reach agreement on the 3% at 50/55 enhanced safety retirement benefits.
7. All of the above items must be resolved by all of the safety employee organizations for implementation of the enhanced safety retirement benefits.
8. Items 3, 5, and 6 above are not applicable to Fire.

For the County:

For the Safety Coalition:

DATE: _____

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Between the

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EMPLOYEES ASSOCIATION
General Government Unit
Representation Unit 075

and the

COUNTY OF ALAMEDA



December 23, 2001 – December 27, 2009