



Solano County

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Agenda Submittal

Agenda #:	6	Status:	Approved
Type:	Resolution	Department:	Human Resources
File #:	13-0809	Contact:	Marc Fox, 784-2552
Agenda date:	10/01/2013	Final Action:	10/01/2013
District:	All		
Attachments:	A - Resolution, B - Memorandum of Understanding with Unit 3, Law Enforcement Employees, C - Memorandum of Understanding with Unit 4, Law Enforcement Supervisors		

Date:	Ver.	Action By:	Action:	Result:
10/01/2013	1	Board of Supervisors	Adopted	

Adopt a resolution approving new collective bargaining agreements between Solano County and the Solano County Deputy Sheriff's Association representing Unit 3, Law Enforcement Employees, and Unit 4, Law Enforcement Supervisors

Published Notice Required? Yes ___ No X

Public Hearing Required? Yes ___ No X

DEPARTMENTAL RECOMMENDATION:

The Director of Human Resources recommends that the Board of Supervisors adopt a resolution approving the new collective bargaining agreements between the County and the Solano County Deputy Sheriff's Association representing Unit 3, Law Enforcement Employees, and Unit 4, Law Enforcement Supervisors.

SUMMARY:

The County and the Solano County Deputy Sheriff's Association ("DSA") have existing collective bargaining agreements for Unit 3, Law Enforcement Employees, and Unit 4, Law Enforcement Supervisors, which expire on October 12, 2013. Representatives of the County and the DSA have met and conferred in good faith regarding the terms for successor collective bargaining agreements. The DSA presented the successor agreements to their membership and their membership has ratified the new agreements. The final step in the approval process is the Board of Supervisors' consideration and adoption of the new collective bargaining agreements for Unit 3, Law Enforcement Employees, and Unit 4, Law Enforcement Supervisors.

FINANCIAL IMPACT:

Adoption of the new collective bargaining agreements for Unit 3, Law Enforcement Employees, and

Unit 4, Law Enforcement Supervisors, is projected to increase payroll costs by a total of \$1,352,810 during the term of October 13, 2013 through September 28, 2015. Of this total, \$1,271,641 is attributable to the County's General Fund.

Of this total increased cost, \$295,961 is during Fiscal Year 2013/14 (of which \$278,203 is to the General Fund), \$783,433 is during Fiscal Year 2014/15 (of which \$736,427 is to the General Fund), and \$273,416 is during Fiscal Year 2015/16 (of which \$257,011 is to the General Fund).

DISCUSSION:

Representatives of the County and the Solano County Deputy Sheriff's Association representing Unit 3, Law Enforcement Employees, and Unit 4, Law Enforcement Supervisors, have met and conferred in good faith on the changes to the collective bargaining agreement on wages, hours and other terms and conditions of employment. The following are changes to the existing collective bargaining agreements:

1. **TERM OF THE AGREEMENT:** The successor collective bargaining agreements will be for the term of October 13, 2013 through September 28, 2015.
2. **WAGES:** During Fiscal Year 2013/14 employees will receive a 2% wage increase effective the latter of October 13, 2013 or upon the full adoption of the new collective bargaining agreements. During Fiscal Year 2014/15 employees will receive a 2% wage increase effective the beginning of the pay period which includes October 1, 2014.
3. **HEALTH INSURANCE/CAFETERIA PLAN:** The County receives health insurance through CalPERS' Public Employees' Medical and Hospital Care Act (PEMHCA, or PERS Health Program). The County's current maximum premium contribution is set at 75% of the 2013 Kaiser Bay Area family rate. The successor collective bargaining agreements provide for increases to the County's contribution for health insurance/cafeteria plan. Effective January 1, 2014 the County's contribution will be set at 75% of the 2014 Kaiser Bay Area family rate. Effective January 1, 2015 the County's contribution will be set at 75% of the 2015 Kaiser Bay Area family rate.
4. **COURT TIME:** An existing side letter agreement permits an employee who receives Court Time callback pay to receive the Court Time callback pay as either additional overtime earnings (cash) or as compensatory time off. The existing side letter agreement has been incorporated into the successor collective bargaining agreements.
5. **POST INCENTIVE PAY:** The current collective bargaining agreements provide for a Career Incentive Pay for possession of the Peace Officers and Standards Training (POST) Intermediate Certificate or an Advanced Certificate. The existing Career Incentive Pay is payable based on the step 5 salary of a Deputy Sheriff. The new collective bargaining agreements set the Career Incentive Pay based on the employee's job classification and pay step. (For example, presently a District Attorney Investigator receives the POST Intermediate Certificate pay based on the step 5 Deputy Sheriff pay rate. Under the new collective bargaining agreement, this same employee would receive the Intermediate Certificate pay based on his/her current District Attorney Investigator pay.)

There is no net fiscal impact of this change. Presently, the POST Intermediate Certificate is set at 3% and the new collective bargaining agreements continue the pay at 3%. Presently, the POST Advanced Certificate is set at 5.5%. In order to maintain cost neutral of the change in how the Career Incentive Pay is calculated, the Advanced Certificate will be set at 5.2% in the new collective bargaining agreements.

6. LONGEVITY PAY: Beginning January 4, 2015 the County will add an additional 2.5% longevity pay differential for employees with 25 years of County service and an additional 2.5% longevity pay differential for employees with 30 years. In January 2015 a total of 12 employees will qualify for the 25 year longevity pay and 2 employees will qualify for the 30 year longevity pay (assuming these employees do not retire before January 2015).

7. FURLOUGHS-IN-LIEU: The County has furlough language in the collective bargaining agreements of bargaining units representing non-safety employees. During the negotiation process for the successor agreements, the parties recognized the difficulties of any furlough program for 24-hour operations. The County and DSA agreed to establish a joint labor-management committee to develop an employee cost-reduction protocol in lieu of furloughs. The joint labor-management committee will commence by February 1, 2014, issue its recommendation(s), if any, by March 15, 2015, and immediately begin the meet/confer process for inclusion of an employee cost-reduction protocol should the County initiate furloughs of employees in Unit 7, Regulatory, Technical and General Services Employees.

8. OTHER ITEMS: The County and DSA agreed to continue an existing joint labor-management committee regarding the Fair Labor Standards Acts (FLSA) overtime rules. The parties agreed to memorialize the existing practice, and legal requirement, that the County provides a reasonable amount of release time for designated DSA representatives to meet and confer/consult with County representatives. Lastly, a variety of clean-up language was initiated by removing obsolete references, making contractual language clearer, and making other non-substantive changes. The successor collective bargaining agreements are presented in a new format.

The County has 19 recognized collective bargaining units and 4 units of unrepresented employees. Of these, the County is presently is negotiations with 14 other bargaining units, with some close to reaching a total tentative agreement for a successor memorandum of understanding. In the event that the term of the agreement and the wage increases is different for another unit than the term and wage increases ratified by Unit 3 and Unit 4, then the County should also offer to the DSA the opportunity to amend their agreements to have that same term and wage increase. Any amendment to the Unit 3 or Unit 4 collective bargaining agreement would be publicly disclosed.

A copy of the successor collective bargaining agreement for each unit is attached .

ALTERNATIVES:

The Board of Supervisors could elect to not adopt the Unit 3 and/or Unit 4 successor collective bargaining agreements; however, this option is not recommended as the new agreements are within the negotiation guidelines provided by the Board to its negotiation team. Additionally, the Solano County Deputy Sheriff's Association has ratified both the Unit 3 and the Unit 4 successor collective bargaining agreements.

OTHER AGENCY INVOLVEMENT:

Negotiation of the successor collective bargaining agreements were through a collaborative effort by the County and the Solano County Deputy Sheriff's Association .

CAO RECOMMENDATION:

APPROVE DEPARTMENTAL RECOMMENDATION

