



AGENDA SUBMITTAL TO SOLANO COUNTY BOARD OF SUPERVISORS

ITEM TITLE: Consider adopting the resolution implementing the terms of the County's Last, Best, and Final Offer made to the Solano County Sheriff's Custody Association on July 29, 2010 for Unit #13, Correctional Officers, to be effective September 5, 2010 or as otherwise specified; and Adopting a second resolution authorizing paying and reporting the value of employer paid member contributions to CalPERS for Bargaining Unit #13 effective September 5, 2010		BOARD MEETING DATE August 24, 2010	AGENDA NUMBER 21
Dept: Contact: Extension:	Human Resources Donald W. Turko, Director of Human Resources Ext. 25526	Supervisorial District Number All	
	Published Notice Required?	Yes _____	No <u> X </u>
	Public Hearing Required?	Yes _____	No <u> X </u>

DEPARTMENTAL RECOMMENDATION:

Staff recommends the Board of Supervisors:

1. Adopt the resolution (Attachment A) implementing the terms of the County's Last, Best, and Final Offer made to the Solano County Sheriff's Custody Association on July 29, 2010 for Unit #13 to be effective September 5, 2010 or as otherwise specified.
2. Adopt a resolution authorizing paying and reporting the value of the employer paid member contribution (EPMC) to CalPERS for Bargaining Unit #13 effective September 5, 2010 (Attachment B).

SUMMARY:

The MOU with Unit #13, Correctional Officers, expired on October 3, 2009. In accordance with Section 3500 et seq. of the California Government Code, representatives of the County and the Solano County Sheriff's Custody Association, have met and conferred in an attempt to reach agreement over terms of a successor MOU, but have reached a point of persistent impasse.

On May 6, 2010, County representatives provided the Association with a "last and final offer." That offer was subsequently rejected by a vote of the Association membership. The parties met several additional times, with several additional agreements reached on June 14 and June 24. Unfortunately however, a final agreement on all issues was not reached, and on July 29, 2010 the County provided the Association negotiators with a "last, best, and final offer." That offer was subsequently rejected by a vote of the Association membership.

Therefore, after negotiations which have continued for more than one (1) calendar year, and having made a last, best, and final offer which has been rejected by the Association membership, County negotiators are submitting the terms of the County's "Last, Best, and Final offer" with a recommendation for adoption by the Board of Supervisors.

Given the fact that the Association has rejected the terms of the "Last, Best, and Final offer" these terms lack an expiration date. As a result, and consistent with California case law, the parties could resume negotiations at any time based on the request of either party. The terms of the "Last, Best, and Final offer include:

1. A second retirement tier of 2% @ 55 for future employees. This provision will become effective on January 1, 2011 or upon the agreement of all other employee organizations that represent employees who participate in the current 2% @ 50 retirement formula, whichever date is later.
2. A cost of living adjustment (COLA) of no less than 0% and no more than 3% effective January 9, 2011.
3. Reductions in the EPMC. The EPMC will be reduced from 9% to 6% the first full pay period following adoption of this MOU by your Board. A second reduction will occur on January 9, 2011 by an amount equal to any COLA received by employees as described above. A separate resolution will be adopted at that time.
4. Changes to the Health & Welfare Insurance, including a reduction of \$100 a month in the cash back benefit effective January 2011.
5. Changes to the uniform allowance to provide for limited reimbursement for damage of personal effects.

FINANCING:

The implementation of this Last, Best and Final Offer provides savings of approximately (\$368,014) for the remainder of the fiscal year due to the 3% reduction in the EPMC effective September 5, 2010, and the reduction of \$100 per month in the cafeteria plan cash back benefit effective in January 2011. Costs for the enhancements to the dental and life insurance plans, as well as the County contribution to the deferred compensation program are estimated at \$26,766 for the remainder of the fiscal year. The cost of the January 9, 2011 COLA will be offset by an equivalent reduction in the EPMC. The table below summarizes this information.

Description	County Cost or (Savings)
3% reduction to EPMC effective 09/05/10	(\$305,644)
\$100/month reduction in cafeteria plan cash back	(\$62,370)
Delta dental plan enhancement	\$15,700
Life insurance plan enhancement	\$2,453
County contribution to deferred compensation program	\$8,613
Total FY 2010/11 Savings	(\$341,248)

DISCUSSION:

Negotiations between the parties began on August 5, 2009. Since that date the parties met on twenty-three (23) occasions, including six (6) times in the presence of a state mediator. A total of 17 tentative agreements were reached during this time period. The Unit #13 covers approximately 190 employees in the job class of Correctional Officer. Major revisions to the expired MOU included in the terms of the "last, best, and final offer" include the following:

Retirement A second tier retirement plan of 2% @ 55 effective January 1, 2011 or upon the agreement of all other employee organizations that represent employees who participate in the current 2% @ 50 retirement formula, whichever date is later.

EPMC The EPMC will be reduced from 9% to 6% the first full pay period following adoption of these terms by your Board. A second reduction will occur on January 9, 2011 by an amount equal to any COLA received by employees.

COLA A COLA of no less than 0% and nor more than 3% effective January 9, 2011.

Hours of Work The last, best and final offer provides an option to implement 12 hour work shifts of 4 days one week and 3 days the following week in a pay period. Overtime would be paid for hours worked over 84 hours in a pay period in accordance with the FLSA 7k exemption.

Holidays The optional holiday (which is normally taken between Christmas and New Year's Day) has been replaced with an additional floating holiday to address operational issues in the department.

Workers' Compensation/SDI The County will pay the employer's share of the monthly premium for medical, dental, and life insurance coverage for an employee who is receiving State Disability Insurance (SDI) for the period of time that he/she has accruals to fully integrate with SDI or for a period of six (6) months, whichever is longer.

Sick and annual leave will accrue to an employee during any period in which he/she is fully integrating leave balances with SDI or for a period of six (6) months, whichever is longer. Unit employees will have the right in December 2010 to opt out of SDI in lieu of coverage by an Association sponsored disability plan.

There were no changes to the benefits related to workers' compensation.

Medical Effective January 2011, the cash back benefit for employees will be reduced by \$100 per month.

- Dental** Effective ninety (90) days following the adoption of these terms, the Delta Dental plan will be enhanced to include a \$1,000 orthodontic benefit, an increase of \$250 to the annual maximum per patient per calendar year, and reduced co-payments and deductibles for services provided within the Preferred Provider Organization (PPO) network.
- Vision** Effective ninety (90) days following the adoption of these terms, the County will offer an enhanced vision plan to allow employees, on a voluntary basis, to purchase additional coverage for \$9.76 per month. The County's current vision plan provides lenses and frames every 24 months; the voluntary buy-up plan allows lenses and frames every 12 months and eliminates the \$25.00 materials co-payment.
- Supplemental Life** Effective ninety (90) days following the adoption of these terms, the County will offer a voluntary, supplemental life insurance plan to allow eligible employees to purchase a higher level of life insurance with a benefit of up to three times annual base earnings to a maximum of \$500,000 with a guaranteed issue of \$200,000 for employees and \$20,000 for spouses.
- Life** Effective ninety (90) days following the adoption of these terms, the County will provide the life insurance benefit for employees with a benefit of one times annual salary, up to a maximum of \$50,000.
- Deferred Comp** Effective sixty (60) days following the adoption of these terms, the County will contribute a dollar for dollar match up to a maximum of \$5 per pay period to the deferred compensation account of any County employee who is actively enrolled in the deferred compensation program.
- Uniform Allowance** Minor changes were made to the provisions for uniform allowance to clarify the period in which the allowance is paid and the period the allowance covers.
- Provisions were added to the Last, Best and Final Offer to provide that employees who have been absent from work for thirteen (13) full pay periods are not eligible to receive the uniform allowance payment and for pro-rating payments when an employee returns to duty.
- A new section was added to provide limited reimbursement for repair or replacement of an officer's personal effects if the officer is ineligible for using existing insurance or Workers' Compensation to repair or replace such items.
- Tuition Reimbursement** The tuition reimbursement language has been modified to reflect that which is included in other MOU's.
- RHS Plan** The MOU was revised to include a previous addendum converting all accumulated unused sick leave to the retirement health savings account (RHS) upon retirement of an employee.

Other Provisions The County also negotiated language in other areas. This includes provisions for a systematic method of collecting overpayments to employees, language clean up of the Grievance Procedure, and clarification of procedures involving leaves of absence without pay. The new terms also clarify language in other areas such as salary placement for employees who are re-employed with the County after a break in service, merit increase step intervals, retreat to the previous position following promotion and performance evaluation intervals.

ALTERNATIVES:

The Board could choose not to approve the terms of the "Last, Best, and Final" offer as contained herein, however, staff does not recommend that alternative since the Association has already rejected the County offer and has not indicated a willingness to reconsider its position.

OTHER AGENCY INVOLVEMENT:

The County Administrator's Office concurs with the recommendation.

CAO RECOMMENDATION:

APPROVE DEPARTMENT
RECOMMENDATION

DEPARTMENT HEAD SIGNATURE:



Donald W. Turko
Director of Human Resources

Attachment A—Resolution Adopting County's Last, Best and Final Offer of July 29, 2010 – Unit #13, Sheriff's Custody Association, Page 6

Exhibit 1.A - Attachment to Resolution – Terms of Last, Best and Final Offer of July 29, 2010 – Unit #13, Pages 7 - 8

Attachment B—Resolution authorizing paying and reporting the value of employer paid member contributions to CalPERS for Bargaining Unit #13, Page 9

Attachment C—Imposed Terms and Conditions of Employment (on file with the Clerk of the Board)