

# SUMMARY OF TENTATIVE AGREEMENT- SEIU 1021/County of Sonoma

**August 17, 2009**

*The following summarizes Tentative Agreement between SEIU 1021 and County of Sonoma. Changes which are only re-numberings or deletions of provisions calling for action which have already occurred — “stale” provisions — are omitted. All tentative agreements are available electronically upon request.*

**Article 1 – Term of MOU** – One year, through August 31, 2010. Written proposal for a successor agreement presented by Union first week in March 2010.

**Article 4.12 – Union Rights – Indemnification** – Union agrees to indemnify County from legal liability associated with our use of Union release time.

*Such indemnification is already the law; County wanted it in the MOU. Union already indemnifies County regarding dues deduction.*

**Article 4.13 – Union Rights - Release Time** - To clarify issue for some managers who confuse “Union” release time with “County” release time, add a defining matrix (table) to the MOU.

*Some managers have tried to charge e.g. negotiations or Joint Labor Management meetings to the Union’s bank of hours. Matrix clarifies issue. Significant County take-away proposals on this subject were beaten back; e.g. a ban on Union business not specifically related to the County.*

**Article 5.2, Management Rights (and other articles)** - Change title of “Auditor-Controller” to “Auditor-Controller-Tax Collector.” Change references to SEIU 707 to SEIU 1021.

**Article 7 – Hours and Overtime – Flex Time – Add** language to require that flex time agreement between employee and his or her department be in writing.

**Article 8 – Salaries (wages)**

**Base Wages** - There is no Cost of Living Adjustment (COLA) in this MOU. Except as below, wages are held at the *status quo* for the term of the agreement.

*While there is no increase, base wage rates are locked in for a year.*

**Pension “Pickup”** - 2.25% “pickup” of employees’ share of retirement, part of the County’s imposition of terms, is agreed to remain in place going forward.

**\$3.46 per hour “cash allowance”** - \$3.46 per hour, or \$600 per month, “cash allowance” remains in place for duration of this agreement. Cash allowance applied to employees in permanent positions. Extra Help do not receive the cash allowance.



**External Equity – Increases** – Classifications found to be more than 5% below the average of currently used comparator counties (Marin, Napa, Solano, Contra Costa, Alameda, Santa Barbara, Monterey and Santa Cruz) will be brought up to 95% of average six months after ratification. (Please see attached spreadsheet of affected classifications, which will be an appendix to the MOU).

*Up until now, 98% has been used as the standard for equity studies, although the Union has always proposed 100% (or more). In these negotiations, there were relatively few classifications which would have been affected at either 98% or 100%, due to the fact that we did well against the other counties between 2002 and 2008. Due to the county's economic situation, the County wanted to postpone granting equity increases entirely until the economic picture improved. As a compromise, we agreed to 95% of average now, but 100% of average for our next MOU.*

**External Equity – Comparator Counties** – Beginning with our next negotiations, the Union and the County may bring research using any list of counties they wish to the table. 100% of average will be the new standard.

*As part of the now expired MOU, the Union and the County agreed that the above list of counties would be used for comparison during these negotiations. Your bargaining team believes using essentially the "ABAG" (Association of Bay Area Governments) counties is more reasonable than what we have used to date. These counties also happen to be the same counties contained in the "Combined Metropolitan Statistical Area" used by the Federal government to set compensation for Federal employees.*

**Internal Equity** – Please see Bridge Supervisor in side letter section, below.

### **Article 9 – Premium Pay**

*(Please note that increases to the sexual assault examination premium and standby for nurses were imposed by the County after having been tentatively agreed to by the Union. They are therefore not part of the Tentative Agreement, but do remain in effect as part of the MOU.)*

**Article 9.6.5 – Standby - Emergency Response Program (ERP) – Telephone Compensation.** Clarify that telephone work done in excess of regular full-time schedule will be compensated at time and a half, not straight-time.

**Article 9.9 – Hazard Pay** – Change percentage based formula to a flat dollar rate of \$1.50 per hour. Modify (d) to include suspended scaffolds, steep embankments using rappelling rope, and working on or at the base of pile driving leads supported by boom cranes. Modify (e) to include using boom-type equipment to work more than ten feet into the air (in addition to "climbing trees")

**Article 11 – Staff Development, Training, Tuition and Textbook Benefits** - Article has been re-written, using in some places different terminology; e.g. "Staff Development Benefit Allowance" replaces "Tuition and Textbook," which has become outmoded with the coming of software applications, wellness, etc.

**Article 11.3 – Non –Arbitrability** - Article 11 is entirely grievable, but not arbitrable. Parties agree to track any denials of requests to use funds as part of next negotiations.

*In prior MOU, Article 11 was grievable, but the section having to do with Inservice Training (11.5) was not arbitrable. The Union wanted full grievability and arbitrability, the County wanted to reserve to itself value judgements about the usefulness of training and the applicability of proposed uses of Staff Development Funds (Tuition and Textbook).*

*Obviously, all of this will have to wait, since we have just voted to suspend this article for the duration of 2009-2010.*

## **HEALTH**

*The essence of this short-term MOU is to buy time to 1) obtain more affordable health plans via the JLMBC process; and 2) allow discussions regarding a global settlement of retiree health issue to take place; and 3) allow the economy to improve. Your bargaining team has assumed that members remaining in the expensive health plans, PacifiCare and County Health Plans #2 and #3, have done so out of medical necessity. Accordingly, the tentative agreement brings these families temporary relief through the end of the Plan Year.*

### **Article 12 – Health and Welfare Benefits for Active Employees**

**Plans:** Kaiser - \$10 Co-Pay; PacifiCare \$10 Co-Pay; County Plans #2 and #3 (same as currently)

#### **Basic County Contribution for Health Coverage**

Up to \$500 per full-time employee; part-time employees pro-rated. \$3.46 per hour (\$600 per month) may be used to supplement County contribution via IRS 125 deduction (same as currently)

#### **Temporary Relief for Families enrolled in PacifiCare, County Health Plans**

Beginning upon ratification, represented employees enrolled at the Family level in PacifiCare, County Health Plan #2 or County Health Plan #3 as of August 17, 2009, will receive an additional County contribution of \$206.98 per pay period, through the end of the Plan Year: May 31, 2010.

*As stated above, this special provision brings relief to those paying the most for health care coverage and gives us time to find suitable replacement health plans. The provision was difficult to negotiate in this economic environment.*

#### **No Dual Coverage – Health, Dental, and Vision**

A County employee who is married to or in a domestic partnership with another County employee may no longer “double cover” their children. Each employee can enroll separately, but children must be covered by one or the other parent.

*Dependent coverage will be “per family,” not “per employee.”*

## **Extra Help Health Coverage**

Qualifying Extra Help Employees receive \$400 per month toward Kaiser coverage for the duration of the agreement.

## **County Human Resource Management System (HRMS)**

Effective upon implementation of the County HRMS Payroll system, new employees will receive health benefits on the first of month following hire.

*Has been after two pay periods. This will be an improvement for new employees.*

## **Health Plan Documents:**

Health Plan documents will be included in the electronic version of the MOU as a link.

## **Article 13 – Retiree Medical**

The County and the Union agree to pursue other options regarding retiree health, either solely or in conjunction with other Sonoma County employees and retirees, during the term of the MOU.

To allow the above to take place, the Union and the County agree to hold Public Employee Relations Board (PERB) case No 509M in abeyance for the duration of the MOU.

*PERB case No. 509M is the case in which the Administrative Law Judge decided in the Union's favor, that the County should have negotiated with the Union before modifying retiree health provisions. The County appealed the judge's decision to the full PERB Board. It is far from clear who would ultimately prevail in the case, especially in light of the fact that PERB is now dominated by appointees of the current governor, but postponing the decision means that both sides have an incentive to work out the retiree health issue.*

*In addition, the Sonoma County Association of Retired Employees (SCARE) have filed suit against the County. This provides yet more incentive for the County to resolve the retiree health issue globally.*

## **Retiree Medical Stipend – Employee hired prior to January 1, 2009.**

In the meantime, for the duration of this agreement, retiree health is as laid out in the County's August 19, 2009 Board action: 85% of the lowest cost plan y-rated, stepped down (or up) 1/5 toward \$500. Example: Retiree who had been entitled to \$1000 per month receives \$900.

**Access to AARP Plans** – During the term of the agreement, retirees over 65 years of age will be eligible to use County retiree health funds to participate in the new AARP (American Association of Retired Persons) health plans. (side letter)

## **Retiree Health – Employees Hired after January 1, 2009 –**

After 2 years in pay status, a regular full time employee hired after January 1, 2009, in an allocated position half-time or more receives a lump sum contribution of \$2400 into the

County's Health Reimbursement Arrangement (HRA). Thereafter, the County contributes 58 cents per hour (\$100 per month for full-time employees) into the HRA.

*The employee may invest HRA funds in mutual funds, like a 401k or 457k. The funds are not taxed going into the fund; and are not taxed coming out of the fund, so long as funds are spent on medical expenses. HRA account is portable to other employers. Funds may be left to dependents in accordance with IRS rules.*

The Tentative agreements includes the possibility of later allowing employees hired prior to January 1, 2009, to voluntarily participate in the HRA program.

*HRA's are currently a popular way to fund retiree health expenses. \$100 per month is a fairly common starting point, and this sum can be bargained up in the future if necessary. IRS rules currently do not allow fund to be left to other than IRS-qualified dependents. This could in the future present a problem for members in domestic partnerships. It is our understanding that there may be legislation pending to address this problem.*

#### **OLD Article 13.5.3 NEW Article 14 – Holidays**

Prevents employee who has elected to go on Leave Without Pay without exhausting other available leave to use that leave to establish pay status for scheduled days of work before and after a holiday.

*It has long been the case that employees were required to be in paid status (work, sick leave, vacation, CTO etc.) on the days before and after a holiday to be paid for the holiday. Leave without pay means leave without holiday pay as well; provision closes loophole.*

#### **OLD Article 17 – NEW Article 18 – Distribution of MOU**

MOU will be made available on-line. Employees not assigned PC's may receive a printed copy upon request to departmental payroll clerk.

*In addition, Local 1021 will print MOU's and make them available.*

#### **OLD Article 18.6 – NEW Article 19.6 Supervisory Compaction –**

Add language that the parties will immediately meet and confer on wages for several supervisory classifications that have as subordinates members of Engineers and Scientists of California (ESC) when that union, which is presently at the bargaining table, reaches agreement with the County.

*This article already provides for meeting and conferring on supervisory compaction. During bargaining, it was determined that several represented supervisors were being paid less than 10% more than their ESC subordinates, but SEIU's agreement to the overall terms of this MOU changes that result unless ESC agrees to exactly the same terms.*

## **OLD Article 18 – NEW Article 19**

### **Article 19.3.2 – Regional Parks Department – Housing**

Clarify that availability of housing is within each ranger area; add Aquatic Specialist to list of classifications eligible, after Park Maintenance Workers.

### **Article 19 – Bargaining Unit and Special Provisions**

Establishes a pilot program for some employees of the Human Services Department who have been accepted into an accredited Master of Social Work program; allows completion of internships required by their academic programs partly on paid time.

*This is a program which existed previously, but was curtailed when it was decided that the terms of the program had to be bargained with the Union.*

### **Side Letter Agreements**

*Side letter agreements are as much enforceable agreements as any other. The reason they are “side” letter agreements is that they call for one-time actions or temporary measures which do not have to be part of the overall MOU going forward.*

1) **Extra-Help uniforms, Regional Parks** - If the Regional Parks Department decides to require uniforms of its Extra-Help employees, the question of what the uniforms will consist will be referred to their departmental Labor Management Committee.

*The law says the employer must pay for any required uniforms.*

2) **Rain Gear** - The Department of Transportation will purchase more breathable rain gear as current stock of rain gear is replaced, consistent with budget.

3) **Shirts** - The Department of Transportation will purchase more breathable shirts for those issued shirts as current stock of shirts is replaced, consistent with budget.

4) **Bridge Supervisor, Internal Equity** - Upon ratification, the classification of Bridge Supervisor will be raised in the salary table to the same percent interval over Sr. Bridge Worker as Maintenance Supervisor is over Maintenance Worker III.

5) **Flex Time, Human Services** - Use of flex time by SSW IV, and Supervisors I and II in Human Services Department, established by grievance, is commemorated in side letter. Affected employees working overtime will flex if they can. Overtime is with prior authorization unless that is not possible, when affected employee will be required to leave a message on supervisor’s message line at his or her first opportunity.

*This sideletter formalizes terms of prior grievance settlement.*

6) **Housing Assistance Fund** - In view of hard economic times, the County and the Union agree to suspend implementation of contribution of an additional 2 cents per hour (one from employee, one from County) into the Housing Assistance Program fund. This additional contribution will

be considered at a future time when the Housing Assistance Committee has developed additional programs that are acceptable to SEIU and the County.

7) **Information Technology Analyst** - County agrees to commence a classification study of the Information Technology Analyst series no later than September 15, 2009.

8) **Access to AARP Plans** - During the term of the agreement, retirees over 65 years of age will be eligible to use County retiree health funds to participate in the new AARP (American Association of Retired Persons) health plans.

### **Resolution of Disciplinary Issues**

The Union and the County have negotiated a settlement which we believe is fair to all parties.

**Reprimands – August 18** Reprimands issued regarding the events of August 18, 2009, will be removed from the file and one year from their being placed in the employee's file.

*That is just about now. Some reprimands already specify one year, but many do not.*

**Suspensions/Reductions in Pay: – Paulin incident** – Suspensions/reductions in pay will be withdrawn, and employees paid back for any lost wages, without regard for whether affected employees appealed their discipline. The County will issue reprimands, which will be held sealed in the employees' individual files for two years. After two years, the reprimands will be destroyed.

**Unfair Labor Practice charges/Civil Service Appeals:** The Union and the County will withdraw their respective Unfair Labor Practice charges: 8 by the Union against the County, one (1) by the County against the Union. Please note that PERB 509M, dealing with retiree health, is not withdrawn—see above. The Union will withdraw Civil Service appeals associated with this incident.

*The issue of the disciplines was the last and most difficult issue to be settled.*

- End of Summary -