



BOARD OF SUPERVISORS
COUNTY OF BUTTE STATE OF CALIFORNIA

Resolution No. ¹¹⁻⁰⁸¹

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF BUTTE
RESOLVING IMPASSE IN THE MEET AND CONFER PROCESS
AND IMPLEMENTING ITS LAST, BEST AND FINAL OFFER TO THE COUNTY EMPLOYEES
IN THE
BUTTE COUNTY EMPLOYEES ASSOCIATION-SOCIAL SERVICE WORKERS UNIT FOR
JULY 26, 2011 – JULY 25, 2012**

WHEREAS, California Government Code Sections 3500 through 3511 (hereinafter the "Meyers-Milias-Brown Act" or "the Act") provide in pertinent part that representatives of the governing body of the County shall meet and confer in good faith with representatives of a recognized employee organization in order to endeavor to reach agreement regarding proposed changes in wages, hours and other terms and conditions of employment; and

WHEREAS, the Memorandum of Understanding (hereinafter "the MOU") between Butte County and the Butte County Employees Association-SSW Unit (hereinafter "BCEA-SSW Unit") expired June 30, 2010; and

WHEREAS, the County representatives and representatives of the BCEA-SSW Unit have been meeting and conferring since June 7, 2010 on proposed changes to the MOU in accordance with the Meyers-Milias-Brown Act; and

WHEREAS, the County's bargaining representatives submitted the County's one and three year Comprehensive Best Offers subject to BCEA review of the 2010 Comprehensive Annual Financial Report (CAFR) to BCEA-SSW Unit on March 3, 2011; and

WHEREAS, the County's bargaining representatives met with BCEA-SSW to review their audit findings of the 2010 Comprehensive Annual Financial Report (CAFR) on April 20, 2011; and

WHEREAS, the County's bargaining representatives submitted the County's one and three year Last, Best and Final Offers to BCEA-SSW Unit on May 5, 2011; and

WHEREAS, the BCEA-SSW Unit members rejected both the County's one and three year Last, Best and Final Offers on May 26, 2011 and again on July 11, 2011; and

WHEREAS, the County's bargaining representatives declared impasse on May 27, 2011 and requested an impasse meeting; and

WHEREAS, on June 9, 2011, the County and the BCEA-SSW Unit's bargaining representatives had the impasse meeting in a final effort to resolve the remaining issues in dispute from the County's one and three year Last, Best and Final Offers that were rejected by the BCEA-SSW Unit. The meeting did not resolve the issues and the parties continued to be at impasse, and therefore the matter is being brought before the Board of Supervisors; and

WHEREAS, authority for a public agency to unilaterally implement its Last, Best, and Final Offer is set forth in California Government Code Section 3505.4, which states: "If after meeting and conferring in good faith, an impasse has been reached between the public agency and the recognized employee organization, and impasse procedures, where applicable, have been exhausted, a public agency that is not required to proceed to interest arbitration may implement its last, best, and final offer, but shall not implement a memorandum of understanding. The unilateral implementation of a public agency's last, best, and final offer shall not deprive a recognized employee organization of the right each year to meet and confer on matters within the scope of representation, whether or not those matters are included in the unilateral implementation, prior to the adoption by the public agency of its annual budget, or as otherwise required by law"; and

WHEREAS, the parties have concluded any and all impasse resolution procedures as required by all applicable statutes, rules, regulations and agreements; and

WHEREAS, the County's bargaining representatives and the County's Chief Administrative Officer hereby recommend unilateral approval and adoption of the County's one year Last, Best and Final Offer.

NOW, THEREFORE, BE IT RESOLVED that this Resolution is approved, thereby unilaterally adopting the County's one year Last, Best and Final Offer as set forth in the Terms and Conditions of Employment for the term of July 26, 2011 – July 25, 2012 for County Employees in the BCEA-SSW Unit, Exhibit A, attached hereto and incorporated herein, to be effective immediately upon passage and adoption of this Resolution.

BE IT FURTHER RESOLVED that in accordance with Government Code Section 3505.4, this Resolution implements the County's one year Last, Best and Final Offer. This Resolution does not purport to implement a memorandum of understanding and does not deprive the BCEA-SSW Unit of its right to negotiate.

BE IT FURTHER RESOLVED that only the modifications of wages, hours or other terms and conditions of employment within the scope of representation that are modified by this Resolution are those expressly set forth in Exhibit A. All other terms and conditions within the scope of representation shall remain unchanged unless hereafter modified in accordance with applicable law.

BE IT FURTHER RESOLVED that the Chief Administrative Officer and Human Resources Director are hereby authorized and directed to take any necessary administrative actions to implement the provisions of this Resolution.

BE IT FURTHER RESOLVED that if any provision or any part of a provision of this Resolution shall be finally determined to be invalid, illegal, or otherwise unenforceable, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the

remaining provision or parts of the provision of this Resolution, which shall remain in full force and effect as if the unenforceable provision or part were deleted.


PASSED AND ADOPTED by the Board of Supervisors, of the County of Butte, State of California, at a regular meeting of said Board, held on the 26th day of July 2011, by the following vote:

AYES: Supervisors Connelly, Wahl, Kirk, Yamaguchi, and Chair Lambert

NOES: None

ABSENT: None

NOT VOTING: None



Steve Lambert, Chairman of the Board of Supervisors

ATTEST:
Paul Hahn, Chief Administrative Officer
and Clerk of the Board of Supervisors

BY: 

Exhibit A to Resolution # 11-081

Butte County Comprehensive Imposed Terms and Conditions for the Butte County Employees Association-Social Service Workers Unit

The following terms and conditions of employment shall be in effect from July 26, 2011 through July 25, 2012 for the County of Butte employees in the Butte County Employees Association-Social Service Workers Unit. The language below for the various sections will replace the language contained in the MOU in its totality.

Imposition Date: July 26, 2011

Subjects: 1 Year Imposition Terms and Conditions

Term: July 26, 2011 through July 25, 2012

Imposed Terms and Conditions:

1. Delete the Following MOU Sections:

10.00-10.03 and 10.06 Overtime
11.00-11.03 and 11.05 Vacation Leave
12.01, 12.03, 12.05, 12.06 and 12.07 Sick Leave
13.01 Bereavement Leave
13.04 Military Leave
13.06 Jury and Witness Leave
14.00-14.03 Holidays
15.03 Shift Differential Pay
16.00 Unemployment
24.00-24.02 Transfer and Promotional Opportunity
27.00 Salary Step Anniversary Date
29.00-29.07 Layoff and Reinstatement

2. Section 3.05-Indemnification and Hold Harmless

It is specifically agreed that the County assumes no obligation with respect to the union dues and fair share service fees other than those specified in this Section. The Association agrees that it will hold the County harmless from any claims, actions, or proceedings by any bargaining unit member, arising from deductions made by the County pursuant to this Section. The County will generally utilize attorneys from its County Counsel Office at Association expense to represent it in any matter arising under these sections 3.00-3.05. However, the County may select and utilize outside counsel of its choice at Association expense if it deems is appropriate or otherwise necessary to address any third party matter arising under these sections.

3. Section 4.02 Bulletin Boards:

The Association shall be provided reasonable designated space on County bulletin boards, which does not interfere with the County's official use of the bulletin board. With the prior approval of the County, the Association may install and maintain separate bulletin boards in the employee rest areas.

The Association agrees that notices posted on bulletin boards shall not contain anything that may be construed as maligning and/or derogatory to the County or its representatives. Informational materials only may be posted. No derogatory, inflammatory or political (excluding internal Association business) materials may be posted.

Material posted shall not contain personal attacks on any County official or employee, any material that constitutes harassment, discrimination or retaliation based on race, gender, ethnicity, religion or other statutorily or constitutionally impermissible basis, as well as any pornographic or obscene material.

The County reserves the right to remove any material posted in violation of this section. However, prior to removing any material posted on an SSW bulletin board, the County will attempt to contact an SSW representative to discuss the issue, unless the posting constitutes an egregious violation of this section. The County and Association will discuss the matter after County removal of egregious material. The Association may grieve the application of this section up to and including Step 2 of the grievance procedure.

4. Section 4.05 New Classifications:

The County and the Association will meet and confer upon Association request regarding any matters within the scope of representation concerning 1) any County change to an existing job classification or 2) County adoption of a new job classification. The Association shall be provided the following information if available at the time of notification from the County:

- The proposed job specification;
- Current job specification;
- The proposed salary;
- Current salary;
- Organizational Chart including position, and
- Summary of comparable agency data, if available

The Association's bargaining team shall normally be limited to three representatives, including paid staff, unless otherwise agreed by the parties.

5. Section 15.05 Bilingual Pay Differential:

When it has been determined that an employee's use of bilingual language skills or specialized communications skills are essential and critical for the successful performance of job duties, a bilingual differential shall be paid at a rate of fifty dollars (\$50.00) per pay period worked, calculated on an hourly basis or portion thereof. Authorized, time off of less than two consecutive pay periods shall not affect the calculation of bi-lingual pay.

6. Section 22.02(c) Definition and Scope of a Grievance:

The County has the sole authority to decide what proceeds to arbitration.

7. Section 30.02 Probationary Period:

Delete section from MOU.

8. Section 15.09 Tuition Reimbursement:

Upon written request of the employee and advance written approval of the Department Head, an employee enrolled in accredited classes or courses which are directly related to the employee's position shall be entitled to reimbursement of one half (1/2) of the cost of required instructional materials and/or tuition, upon proof of successful completion of the class or course, up to a maximum of \$500 per fiscal year. This program is subject to available funds and not to be used in lieu of other programs.

9. Section 47.00 Promotional Opportunities:

Delete section from MOU.

10. Past Practices:

All past-practices are non-enforceable as of the effective date of imposition unless the parties continue to utilize the past practice.

11. Side Letters:

All side letters are non-enforceable as of the effective date of imposition unless the parties expressly agree to continue them.

12. Section 18.02 Retirement Contribution:

Effective the pay period beginning August 6, 2011, employees will pay on a pre-tax basis two and one half percent (2.5%) of salary for the employee share of their CalPERS pension and the County will pay the remaining four and one half percent (4.5%) of salary.

13. Section 18.03 Retirement Credit for Sick Leave:

An employee may, upon retirement from the County under PERS, use any sick leave accumulation in accordance with **only one of the following** options:

1. Sick leave accumulation reported to PERS for service credit.
2. Sick leave conversion to purchase continued health, dental and vision coverage as outlined in Section 17.06. Any remaining sick leave after conversion to be reported to PERS as service credit.
3. An employee who has on accrual more than two hundred and forty (240) hours of sick leave may be compensated for that portion over two hundred and forty (240) hours at one-half (1/2) the normal rate of pay for the employee up to a maximum of three thousand dollars (\$3,000).

Employees must make their election when they retire and may not later change their election. Employees may not cash-out sick leave at retirement in combination with the first two options.

14. Section 17.06 Retired Employee Options:

Employees who retire under the provisions of the County's retirement contract with the Public Employees' Retirement System (PERS) may continue to insure themselves and their insured dependents for the health, dental and vision benefit portion of the health plan by advising the Director of Human Resources and advancing the full health insurance premium permitted by law. The retiree's share of the premium for health benefit must be paid monthly and the premiums for vision and/or dental benefits must be paid quarterly for the employee (and dependents, if applicable).

Employees with ten (10) years or more of compensated cumulative service with Butte County who, upon termination, immediately retire under the provisions of the County's contract with the Public Employees' Retirement System shall be eligible for the health benefit only coverage for themselves (employees only) to age 65 under the following conditions.

For up to the first year of retirement, PERS members subject to this Memorandum of Understanding shall be entitled to twelve (12) months of reimbursable health premiums up to age 65.

After the first year of retirement, miscellaneous members may choose one of the following options as allowed under Section 18.03:

- 1) to receive one (1) month of reimbursable health only premium for each day of sick leave on accrual at the date of retirement; or

2) one (1) month of reimbursable health plan benefits (employee only) will be granted for each day of accrued sick leave until the sick leave credit is exhausted or the employee reaches age 65; and one (1) month of reimbursable health plan benefits for each one and one-half days in excess of thirty (30) days accrued sick leave to cover employee's spouse until the sick leave credit is exhausted or spouse reaches age 65. Enrollment of employee's spouse will be postponed until (date), but only if the spouse is eligible for enrollment to the health plan, effective that date, pursuant to the Health Insurance Portability and Accountability Act (HIPAA). This election is irrevocable and will revert to employee only coverage if employee's spouse is not eligible for enrollment on the effective date cited above pursuant to HIPAA. The sick leave originally allocated for the coverage of the employee's spouse shall be forfeited if the employee's spouse is not enrolled in the health plan on the effective date cited above. Rights to continuation of health coverage above is in addition to any rights the employee is entitled to under COBRA.

Effective January 1, 2012, the sick leave conversion above, at the time of retirement will be calculated at the lowest cost combination of medical, dental and vision benefit offered by the County.

Employees hired after June 30, 2010 are not eligible for the conversion of sick leave to health insurance or one year's paid health coverage as outlined in this Section.

After a retired employee's death, the retiree's spouse may use remaining sick leave, subject to the provisions of this section, to purchase medical benefits if the retiree elected survivor benefits for the retiree's PERS retirement pension and any other applicable requirements. Under this provision, the spouse may purchase one month of medical benefits for one and one-half days of accrued sick leave up to age 65. Unused sick leave hours remaining upon a retiree's death, a retiree achieving age 65 or a spouse achieving age 65 may not be cashed-out or converted to another benefit.

15. Section 15.08 Short Term Disability Insurance:

The County may reopen negotiations concerning proposed amends to this Section 15.08.

16. Employer-Employee Health Plan Discussion:

On or about April 1, 2011, the parties shall commence discussions regarding possible changes to the health plan that might reduce employee premium cost. The County will not unilaterally implement any changes to the existing health plan as a result of these discussions.

17. Section 3.02 Agency Shop:

All bargaining unit members will be provided an opportunity to vote on whether or not all members of the Unit must pay an agency shop fee to BCEA. Upon an affirmative vote, BCEA-General's agency shop language will be recognized.

18. Section 4.07 Maintenance of Membership:

- a) Association membership is not a mandatory condition of employment for any employee covered by this agreement. However, any employee covered by this agreement who is an Association member, or becomes an Association member, shall continue to pay to the Association those dues or fees regularly charged members of the Association in good standing for the life of this agreement. Any new employee covered by this Agreement who, after completing thirty (30) calendar days of employment voluntarily joins the Association, shall be subject to the same terms of continued membership as employees above.
- b) Every employee who is a member of the Association shall have the right to withdraw from membership during the last twenty (20) days of this Agreement. An employee who has properly withdrawn membership as provided herein shall not be subject to the provisions of this section.
- c) Enforcement of this section shall be the responsibility of the Association, utilizing appropriate civil procedures. The Association shall indemnify and hold the County harmless from any and all claims, demands or suits, or any other action arising from this section.

19. Section 29.02 Seniority List Score Computation:

Discipline in the form of written reprimands will not affect an employee's seniority calculation for purposes of layoffs. This issue will be addressed in the County's revised Personnel Rules.

20. Catastrophic Leave:

The County's revised Personnel Rules will recognize pregnancy as a potential qualifying event for the Catastrophic Leave Program.

21. Disaster Protocol:

In the event that there is a disaster or major infrastructure failure, the Department Head shall confer with the County Chief Administrative Officer's office to determine whether to continue business operations.