



BOARD OF SUPERVISORS
COUNTY OF BUTTE - STATE OF CALIFORNIA

Resolution No. 11-022

**A RESOLUTION RESOLVING IMPASSE IN THE MEET AND CONFER PROCESS
AND APPROVING ADOPTION OF TERMS AND CONDITIONS OF EMPLOYMENT FOR
MARCH 29, 2011 – MARCH 28, 2012 FOR THE COUNTY EMPLOYEES IN THE
BUTTE COUNTY DEPUTY SHERIFF'S ASSOCIATION GENERAL UNIT**

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 Deputy Sheriff's Association General Unit (hereinafter "DSA General Unit") expired September 30, 2008; and

WHEREAS, upon reaching impasse, the Board unilaterally imposed terms and conditions of employment on February 9, 2010 for the period of December 1, 2009 – June 30, 2010; and

WHEREAS, County representatives and representatives of the DSA General Unit have been meeting and conferring since July 20, 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 Last, Best and Final Offer to DSA General Unit on December 27, 2010; and

WHEREAS, the DSA General Unit rejected the County's Last, Best and Final offer; and

WHEREAS, on February 2, 2011, the County and the DSA General Unit's bargaining representatives had an impasse meeting in a final effort to resolve the remaining issues in dispute from the County's Last, Best and Final Offer that was rejected by the DSA General Unit. The meeting did not resolve the issue; the parties agreed they were at impasse, and 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 Last, Best and Final Offer.

NOW, THEREFORE, THE BUTTE COUNTY BOARD OF SUPERVISORS DOES RESOLVE AS FOLLOWS:

Section 1. Resolution No. 11-022 is approved, thereby unilaterally adopting the County's Last, Best and Final Offer as set forth in the attached Terms and Conditions of

Employment for the term of March 29, 2011 – March 28, 2012 for County Employees in the DSA General Unit, Exhibit A hereto.

Section 2. This resolution shall become effective immediately upon its passage and adoption.

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 29th day of March 2011, by the following vote:

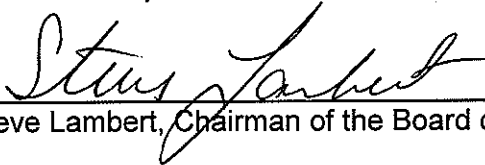
AYES: Supervisors Connelly, Wahl, Kirk, Yamaguchi, and Chair Lambert

NOES: None

ABSENT: None

NOT VOTING: None

I HEREBY CERTIFY that the foregoing Resolution was duly and regularly adopted at a regular meeting of the County of Butte Board of Supervisors on March 29, 2011.

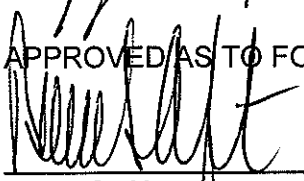


Steve Lambert, Chairman of the Board of Supervisors

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

BY: 

APPROVED AS TO FORM:



Bruce S. Alpert
County Counsel

Attachment

Butte County Comprehensive Imposed Terms and Conditions for the Deputy Sheriff's Association-General Unit

The following terms and conditions of employment shall be in effect from March 29, 2011 through March 28, 2012 for the County of Butte employees in the Deputy Sheriff's Association General Unit:

Imposition Date: March 29, 2011

Subjects: 1 Year Imposition Terms and Conditions

Term: March 29, 2011 through March 28, 2012

Imposition Terms and Conditions:

1. Section 3.01(d) Maintenance of Membership:

The County may select and utilize attorneys of its choice at Union expense concerning any matter arising under these Association Security Sections 3.00-3.01 if the parties implement mandatory agency fee dues deductions.

2. Section 4.02 Bulletin Boards:

The Association will have access to a portion of the departmental bulletin boards designated by the appointing authority for the purpose of publishing meeting announcements and other organization notices.

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 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, and any County decision to do so is not grievable.

3. Section 4.05 New Classifications:

The Association shall be advised in advance of any new position or classification to be created or changed in any way and afforded a full and complete opportunity to meet and confer with the County relative to negotiable matters relating to said

positions or classifications. The County and the Association may meet and confer if necessary 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, and
- Organizational Chart including position.

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

4. Section 14.04 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 eighty dollars (\$80.00) dollars per pay period worked, calculated on an hourly basis or portion thereof. Authorized, time off of less than four weeks shall not affect the calculation of bi-lingual pay.

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

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

6. Section 18.05 Tuition Reimbursement:

Upon written request of the employee and advance written approval of the Department Head, an employee enrolled in classes or courses accredited by the U.S. Department of Education 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 County programs.

7. Section 30.00 Classification/Compensation Study:

El Dorado County
Placer County
Shasta County
Stanislaus County
Sutter County
Tehama County
Tulare County
Yolo County

Yuba County
Department of Justice-Special Agent

8. Section 17.02 Retirement Contribution:

Effective the pay period beginning April 16, 2011, employees will pay on a pre-tax basis three percent (3%) of salary for the employee share of their CalPERS pension and the County will pay the remaining six percent (6%) of salary.

9. Section 16.05 Retired Employee Options:

Effective January 1, 2010, sick leave conversion at the time of retirement will be calculated at the Employee A - Core Plan amount, which is the Blue Shield HMO, Delta DPO and Vision Service Plan premiums.

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 Section 16.05.

10. Section 17.03 Retirement Credit for Sick Leave:

An employee may, upon retirement from the County under PERS, use any sick leave accumulation in accordance with **one of the following** options. Additionally, this application must be made at the time of retirement. Cash out stands alone.

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 16.05. 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 any of these three options.

11. Past Practices:

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

12. Side Letters:

All side letters are non-enforceable as of the effective date of imposition.

13. 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.

14. Court Standby:

An employee required to standby at home on the employee's non-work day awaiting to be called to Court pursuant to a subpoena to testify in a criminal prosecution will receive one hour of vacation accrual for each hour of waiting at home, rounded to the nearest quarter hour. This accrual shall begin at 8:00 AM on the day of the Court standby and shall end when the employee is either called to leave home to go to Court commencing callback pay or is informed that the employee will not have to report to Court that day. Court standby vacation accrual shall not overlap callback pay.

15. Settlement Agreement for 2005 Compensation Issue:

This agreement is concerning wage and hour issues brought forth in the meet and confer process for the 2010/2011 fiscal year with regard to how the following two items were to be implemented in 2005:

1. Salary increases; and
2. Movement from paid holidays of 10 hours, to paid holidays of 8 hours.

The County and the Association, hereby agree that:

1. All members of the Association shall receive an increase of \$55/month towards the County's contribution towards medical premiums, effective April 16, 2011.
2. The Association agrees to withdraw any filed grievances and not file any future grievances or any other proceedings in law or equity arising from or related to the matters set forth above upon the full execution of this settlement agreement.
3. This settlement will also be memorialized in the imposition document, scheduled to go before the Board for consideration on March 29, 2011.
4. The parties willingly agree to this resolution as final disposition of both issues.
5. This agreement is not precedent setting.

16. Maintenance of Benefits:

The County agrees, unless stipulated above, to maintain all other terms and conditions of employment set forth in the Memorandum of Understanding between the County of Butte and the DSA General unit that expired September 30, 2008.